

## Piles Acres Subdivision (D. Pile Farm) Restrictions

The following restrictions, conditions, covenants and regulations pertaining to the use, ownership, and occupancy of the land in Breckinridge County, Kentucky are to run with the land and shall be binding upon any owner or owners, or his or her heirs, personal representatives, successors, or assigns, as the case may be, of any of the lots for Ten (10) years unless changes by an instrument signed by ¾ of the lot owners) at which time the same shall automatically be extended for successive periods of ten (10) years. Each lot shall be considered as for one (1) vote for the purpose of determining the majority of the owners; however, the restrictions, conditions, covenants, and regulations may be changed any time by an instrument signed by ¾ of the owners.

- A. The real estate described herein shall be utilized for residential purposes only. No business or commercial activity of any kind shall be carried out upon the real estate without the written consent of the developer or the majority property owners.
- B. Animals shall be kept under the following provisions:
  - 1. No commercial hogs or chickens allowed on any lots or tracts of land. No commercial breeding or kennel boarding on any lots or tracts of land.
  - 2. Each large animal, such as horses, etc., shall have at least two (2) acres, per animal, to roam.
  - 3. No dangerous or vicious animals allowed.
- C. Individual sewage disposal systems shall be located, and constructed in accordance with the requirements, standards and recommendations of the Meade County Health Department. Approval of such systems as installed shall be obtained from such authority.
- D. All lot owners are responsible to comply with county highway department regulations for driveway installation.
- E. All lot owners are responsible for soil conservation practice, such as seed and strawing, to avoid such soil erosion, according to the county soil and water conservation office.
- F. The real estate shall not be used or maintained as a dumping ground. Rubbish, trash, garbage, etc, or other waste shall not be kept, except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- G. No noxious or offensive activity shall be carried on upon the real estate, nor shall anything be done thereon which may become an annoyance to the neighborhood.
- H. No junk, trash, refuse, inoperative automobiles or unlicensed automobiles shall be allowed upon the real estate except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
- I. No tent, shack, barn or other outbuilding erected shall be used at any time as a residence.
- J. No campers shall be used as a residence except during a Ninety (90) day home building process. An extension may be granted at the discretion of the property owners or developers.
- K. Manufactured homes that are five years old or newer at the time of installation are allowed.
- L. These restrictions may be enforced by an individual lot owner, or by the subdivider to the event any lot owner fails to comply with the foregoing restrictions.
- M. No exceptions of any of the restrictions will allowed without written consent from the developer.

\_\_\_\_\_  
Jason L. Humphrey

STATE OF KENTUCKY

COUNTY OF \_\_\_\_\_

The foregoing restrictions were acknowledged and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Jason L. Humphrey to be his free act and voluntary deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC STATE AT LARGE

**EXHIBIT "A" ( Road Maintenance Agreement)  
Pile's Acres Subdivision**

This road maintenance restriction is made this 15<sup>th</sup> day of March, 2023, by Jason Humphrey of PO Box 507, Brandenburg, KY 40108, hereinafter called Party of the First Part, for the purposes of maintaining a private road serving the following property:

Being lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 of Pile's Acres Subdivision (hereinafter called the "Subdivision") which is more fully described in Plat Cabinet C, Slide 240A in the office of the Breckinridge County Clerk.

Title to the above-described real estate is derived by deed dated the 28 day of November, 2022 and of record in Deed Book 453, Page 670 in the office of the Breckinridge County Clerk.

A road district (hereinafter called the "Road District" or "District" must be formed within 12 months of April 1, 2023. The District shall consist of three (3) directors (hereinafter called "Director") that will be elected by the owners of the above stated lots, with each of the above-sated lots being entitled to one (1) vote. A Director does not have to be an owner of a lot in the Subdivision.

The Directors shall establish, at least once each calendar year, a monthly assessment amount payable by each owner of the above stated lots for the purposes of establishing and maintaining the road serving said lots. The directors shall also have the power to assess any of the above-stated lots an annual assessment for funds necessary to maintain the road that are not covered by the monthly assessment.

During the first year of the road's existence, the assessments shall be paid to First Party and First Party will be responsible for all costs in excess of the assessment that may be necessary to maintain the road. First Party will have no responsibility for maintenance of the road after (1) year of the road's completion, except to pay the monthly assessment for any of the above stated lots owned by First Party.

The Directors shall have the power to file a lien against any lot for any assessment that remains unpaid for a period of ninety (90) days after the date of the assessment.

The District shall be dissolved if the Breckinridge County Fiscal Court takes over the road and assumes responsibility for its maintenance. The district shall also be dissolved if Seventy-Five Percent (75%) of the above stated lot owners vote, in writing, for dissolution, with each lot being entitled to one (1) vote.

This agreement shall bind and inure to the benefit of the owners of the above-stated lots and shall run with the land. A One Hundred and Twenty Dollars (\$120.00) fee shall be collected annually of each lot sold by First Party to cover road maintenance costs of the first year. After the first year, monthly assessments will become due as assessed by the District..

\_\_\_\_\_  
Jason Humphrey

State of Kentucky  
County of Meade

Acknowledged before me this 15 day of March, 2023, by Jason Humphrey, Party of the First Part.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Printed Name

Expiration Date: \_\_\_\_\_

Notary ID: \_\_\_\_\_