

## **Eveleigh Point Subdivision Leitchfield, Grayson County, KY**

The following restrictions, conditions, covenants and regulations pertaining to the use, ownership, and occupancy of the land in Grayson 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  $\frac{3}{4}$  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  $\frac{3}{4}$  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. Restrict to site-built homes or mobile homes that are 5 years or newer from time of installation on property. All homes are to be 850 square feet of living space. Any mobile homes older than 5 years will need to be approved by developer.
- D. One well maintained Class A, B, or C recreational vehicle or one well maintained fifth wheel camper or pull behind camper per lot shall be allowed either temporarily or permanently.
- E. No tents of any kind shall be allowed to be set up and maintained for more than one week at a time.
- F. Individual sewage disposal systems shall be located and constructed in accordance with the requirements, standards, and recommendations of the Grayson County Health Department. Approval of such systems as installed shall be obtained from such authority.
- G. All lot owners are responsible to comply and install a proper culvert for driveways.
- H. All lot owners are responsible for soil conservation practices, such as seed and strawing, to avoid such soil erosion according to the county soil and water conservation office.

- I. There is a \$200 a year road maintenance fee per lot. Road maintenance fee is due at closing of sale of the property or January 1<sup>st</sup> of each year after the buyer first purchases a lot or lots. Road maintenance will be the responsibility of the developer until 75% of the lots are sold. Once 75% of lots are sold all lot owners will be responsible of forming a road maintenance committee to take over the responsibility of maintaining the road. Road maintenance recorded in the Grayson County Clerk's Office Deed Book: \_\_\_\_\_ Page Number: \_\_\_\_\_.

If the said fee is not paid when due or within 30 days thereafter it shall accrue interest at the rate of 12% per annum until paid. The road maintenance fund shall be administered by the developer until 75% of the lots have been sold and the road maintenance committee is formed. At that time the administration of the road fund will be turned over to the directors of the road maintenance committee.

- J. Up keep of the road is the responsibility of all lot owners. If damage to the road is done by a lot owner or parties associated with the lot owner, it will be that lot owner's responsibility to fix any damages done to the road.
- K. No business or commercial activity of any kind shall be carried out upon the premises. Utility companies are exempt to install equipment necessary for services in the community, county or state, including but not limited to electric, water, communications, gas, sewage, etc.
- L. 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 storage or disposal of such materials shall be kept in a clean and sanitary condition.
- M. No obnoxious 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.
- N. No junk, trash, reuse, 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.
- O. Trash service is mandatory once a home or structure is placed on the property.
- P. These restrictions may be enforced by an individual lot owner, or by the Developer in the event any lot owner fails to comply with the foregoing restrictions.

Prepared by Kentucky Land Holdings of Elizabethtown

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William Douglas Reed  
102 Childers Court  
Elizabethtown, KY 42701  
270-737-2111

## ROAD MAINTENANCE RESTRICTION

This road maintenance restriction is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Kentucky Land Holdings of Elizabethtown, LLC, a Kentucky limited liability company of 102 Childers Court, Elizabethtown, Kentucky, 42701, hereinafter called Party of the First Part, for the purposes of maintaining a private road serving the following properties:

Being lots 1,

2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62 and 63 of the Eveleigh Point Subdivision, which is more fully described in Plat Cabinet \_\_, Sheet \_\_, in the records of the Grayson County Court Clerk.

Title to the above-described real estate is derived by deed dated October 3, 2023, of record in Book 525, Page 248 of the Grayson County Clerk's Office.

A road district (hereinafter called the "Road District" or "District") must be formed after 75% of the lots have been sold. The district shall consist of three (3) directors (hereinafter called "Directors") that will be elected by the owners of the above stated lots, with each of the above-stated 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 roads that are not covered by the monthly assessment.

During the first year of the road's existence, the assessments shall be paid to the 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 one (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 Grayson 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 Dollar (\$200) fee shall be collected at the Closing of each lot sold by First Party to cover road maintenance costs for the first year, during which time no monthly assessment will be owed by that lot owner. After the first year, monthly assessments will become due as assessed by the district.

Witness the signatures of the Party of the First Part this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Party of the First Part

**State of Kentucky**

**County of Hardin**

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Kentucky Land Holdings of Elizabethtown LLC, a Kentucky limited liability company by W. Douglas Reed, Party of the First Part.

\_\_\_\_\_  
Notary Signature

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

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

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

This Document Prepared By:

\_\_\_\_\_  
W. Douglas Reed  
102 Childers Court  
Elizabethtown, KY 42701

**After Recording, Please Return To:**

W. Douglas Reed  
102 Childers Court  
Elizabethtown, KY 42701