

P2/761C

Rec'd 50.
Ex. Pg. _____
Tax _____
Date 2/7/25

RESTRICTION FOR EVELEIGH POINT SUBDIVISION PLAT
Leitchfield, Grayson County, KY

This Declaration of Restrictions made and executed by Kentucky Land Holdings of Elizabethtown, LLC, a Kentucky Limited Liability Company, herein called the Owner.

WITNESSETH: That the owner does hereby make and impose the following restrictions on the following described property located in Grayson County, Kentucky to-wit:

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

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 representative, successors, or assigns, as the case may be, of any of the lots, plat of which has heretofore been filed in the office of the Grayson County Clerk in Plat Book 2, Page 751C from the date of recording of said plat until fifteen (15) years thereafter (unless changed by an instrument signed by a $\frac{3}{4}$ of the lot owners), unless an instrument is signed by $\frac{3}{4}$ of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. 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. Whereas within six (6) months of the sale of 70% of the lots or upon the developer's discretion, property owners shall establish a Community Association. The Community Association shall consist of a President, Vice President, Secretary and Treasurer. Upon appointment of these roles the Community Association shall assume responsibility for enforcement of said restrictions and the developer shall be released of enforcement and liability.

- 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 of property owners. Utility companies are exempt to install equipment necessary for services in the community, county, communications, gas, sewage, etc.
- B. Animals shall be kept under the following provision:
 1. No commercial hogs or chickens allowed on any tract or lots.
 2. Only Commonly accepted pets allowed, such as dogs, cats, horses, etc.
 3. No dangerous or vicious dogs, cats, horses or other animals allowed.
 4. No commercial kennel boarding or breeding of pets or livestock allowed on any tracts of land.
 5. Each large animal, such as horses, etc., shall have at least 2 acres per animal to roam.

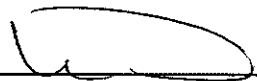
- C. Restricted to site-built homes or mobile homes that are 5 years or newer from time of installation on property. All homes are to be 850 square feet of living space. Any mobile homes older than 5 years will need to be approved by developer.
- D. One well maintained Class A, B, or C recreational vehicle or one well maintained fifth wheel camper or pull behind camper per lot shall be allowed either temporarily or permanently, after approval by developer. An annual inspection for approval shall be completed. Any recreational vehicle or camper that does not meet approval will need to be brought to developers' approval within ten (10 days) of disapproval or it will be removed and stored at the owners expense.
- E. No tents of any kind shall be allowed to be set up and maintained for more than one week at a time.
- F. NO junk, inoperative automobiles or unlicensed automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
- 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. The Real Estate shall not be used or maintained as a dumping ground for 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.
- I. All lot owners are responsible to comply and install a proper culvert for driveways. Permits for culverts will be applied for with the developer, until Grayson county Fiscal court assumes the road. Culverts must be installed within 60 days of purchase of the property. Failure to comply will result in a fine of \$750 payable to the developer as well as mandatory proper installation within ten (10) days . Any damage caused by installation will be the owners expense.
- J. Individual sewage disposal systems shall be located, and constructed in accordance with the requirements, standards and recommendations of the Grayson County Health Department, State, or Engineer approval whichever is applicable. Such systems shall be installed shall be obtained and approved from such authority.
- K. 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.
- L. There is a \$200 annual road maintenance fee per lot. Road maintenance fee is due at closing of sale of the property or January 1st of each year after the buyer purchases a lot or lots. Road maintenance will be the responsibility of the developer until 75% of the lots are sold. Once 75% of the lots are sold all lot owners will be responsible of forming a road maintenance committee within 6 months to take over the responsibility of maintain the road.

The road maintenance is recorded in the Grayson County Clerk's Office P2/751D.

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.

- M. Upkeep 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.
- N. These restrictions may be enforced by an individual lot owner or by the subdivider. In the event any lot owner fails to comply with the foregoing restrictions and costs are involved in correction of the infraction, a lien against the property may be taken for reasonable costs incurred in the correction of the infraction by the party expending such costs, including a reasonable Attorney's fee.
- O. Invalidation of any one of these covenants by Judgement or Court Order, or by voluntary act as provided for in the prefatory paragraph shall in no way affect any of the other provisions which shall remain in full force and effect.



W. Douglas Reed, Manager
102 Childers Court
Elizabethtown, KY 42701
270-737-2111

STATE OF KENTCKY
COUNTY OF Hardin

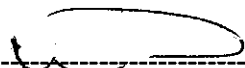
I, the undersigned, a Notary Public, in and for the above state and county, do hereby certify that the above and foregoing instrument of writing was this day produced to me in said state and county by W. DOUGLAS REED, to be his free act and deed

Notary Signature: Bethany A. Carr

My commission expires: 4/11/27

Printed name of Notary and Notary ID Bethany A. Carr KYND70335
NOTARY PUBLIC STATE AT LARGE

This instrument prepared by:



W. Douglas Reed
102 Childers Ct.
Elizabethtown, KY 42701

State of Kentucky, County of Grayson...SCT
This instrument was filed for record on the
7 day of February 2025
at 8:24 o'clock P M and duly recorded in
Dist Cab Book 2 Page 761C
of the records of this office.
Att. Charlotte Willis, Clerk
By Charlotte Willis Deputy Clerk

P2 | 751D

ROAD MAINTENANCE RESTRICTION

This road maintenance restriction is made this 12th day of September 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 2 Sheet 751C, 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 Two Hundred 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 9th day of September 2024.

[Signature]
Party of the First Part

State of Kentucky
County of Hardin

Acknowledged before me this 9th day of September, 2024, Kentucky Land Holdings of Elizabethtown LLC, a Kentucky limited liability company by W. Douglas Reed, Party of the First Part.

[Signature]
Notary Signature

Bethany Carr
Printed Name

Expiration Date: 4/11/27

Notary ID: KYNP70335

This Document Prepared By:

[Signature]
W. Douglas Reed
102 Childers Court
Elizabethtown, KY 42701

After Recording, Please Return To:

W. Douglas Reed
102 Childers Court
Elizabethtown, KY 42701

State of Kentucky, County of Grayson...SCT
This instrument was filed for record on the
12 day of September 2024
at 1:16 o'clock P M and duly recorded in
Plat Book Cab 2 Page 751D
of the records of this office.
Att. Charlotte Willis, Clerk
By [Signature] Deputy Clerk