

P2/761B

Rec'd 50⁰⁰
Ex. Pg. _____
Tax _____
Date 2/7/12

RESTRICTION FOR MT. ZION ROAD ACRES
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:

Being Mt. Zion Road Acres, Plat recorded in Plat Book 2, Page 718D in the office of the Grayson County Clerk. Title to the above-described real estate is derived by the deed dated November 8, 2004, of record in Book 350, Page 169, of the Grayson County Clerks 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 718D 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.

- 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.

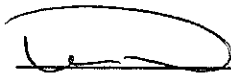
- C. Restricted to site-built homes or mobile homes that are 10 years or newer from time of installation on property. All homes are to be 850 square feet of living space. Any mobile homes older than 10 years will need to be approved by developer.
- D. No tents of any kind shall be allowed to be set up and maintained for more than one week at a time.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. There is a \$120 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 P2/726A.

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.

- L. 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.

- M. 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.
- N. 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

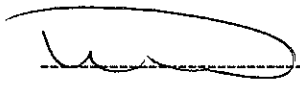
I, the undersigned, a Notary Public, in and for the above state and county, do hereby certify that the above and foregoing instrument of writing was this day produced to me in said state and county by W. DOUGLAS REED, to be his free act and deed

Notary Signature: Bethany A. Carr

My commission expires: 4/11/27

Printed name of Notary and Notary ID Bethany A. Carr KYND 70335

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 8:31 o'clock A M and duly recorded in
Plat Book Cab 2 Page 761B
 of the records of this office.
 Att. Charlotte Willis, Clerk
 By Carr B. Deputy Clerk