

P21 804D

Rec'd 50¹⁰
Ex. Pg. _____
Tax _____
Date 7/7/26

RESTRICTION FOR ALLEN ESTATES SUBDIVISION AND A PORTION OF JASON
HUMPHREY PROPERTY LOTS
Grayson County, KY

This Declaration of Restrictions made and executed by Land Inc., a Kentucky Corporation and Jason L. Humphrey, herein called the Owners.

WITNESSETH: That the owners do hereby make and impose the following restrictions on the following described properties located in Grayson County, Kentucky to-wit:

Being Allen Estates Subdivision, Plat recorded in Plat Cabinet 2, Slide 795 in the office of the Grayson County Clerk. Title to the above-described real estate is derived by the deed dated January 9, 2024, of record in Book 528, Page 82, in the office of the Grayson County Clerk. Also, to include Lots 2A and 3A of the Jason Humphrey Property Lots, Plat Recorded in Plat Cabinet 2, Slide 769C, in the aforesaid Clerks Office. Title to the above-described real estate is derived by the deed dated January 29, 2025, of record in Deed Book 537, Page 512, in the aforesaid 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, plats of which has heretofore been filed in the office of the Grayson County Clerk in Plat Book 2, Slide 795 and Plat Book 2, Slide 769C, from the date of recording of said plats until fifteen (15) years thereafter. Unless changed by an instrument signed by $\frac{3}{4}$ of the lot owners has been recorded in the aforesaid Clerks Office, agreeing to change said covenants in whole or in part. Each lot shall be considered as 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 and being recorded in the aforesaid Clerks Office.

- 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 provisions:
 - 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 or 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. and/or other waste shall not be kept, except in sanitary containers and disposed of in compliance with any and all health and safety regulations. 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 owner/s 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 and 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 \$150.00 annual road maintenance fee per lot. Road maintenance fee is due at closing of sale of the property. The yearly maintenance fee (to include any additional assessments) will be due January 1st made payable to the Developer until said time that the Road District is formed. 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 District within six (6) months to take over the responsibility and maintenance of the road.

The road maintenance is recorded in the Grayson County Clerk's Office

PC 2 / 804C

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

- L. Upkeep of the road is the responsibility of all lot owners. If damage to the road is done by a lot owner/s or parties associated with the lot owner, it will be that lot owner's responsibility to fix any damages done to the road within 10 days.
- M. 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 and costs that 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.

Chris McGehee

Land Inc., a Kentucky Corporation

By: Chris McGehee, President

Jason L. Humphrey

Jason L. Humphrey

STATE OF KENTCKY

COUNTY OF Meadel

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 Land Inc., a Kentucky Corporation by, Chris McGehee, President and Jason L. Humphrey, to be their free act and deed.

Notary Signature: Rhonda Heath

My commission expires: 11-27-2029

Printed name of Notary and Notary ID 39732

This instrument prepared by:

Chris McGehee

Land Inc., a Kentucky Corporation

By: Chris McGehee, President

102 Childers Ct.

Elizabethtown, KY 42701

State of Kentucky, County of Grayson...SCT

This instrument was filed for record on the

7 day of July 2026

at 1:25 o'clock P M and duly recorded in

Plat Book 2 Page 8040

of the records of this office.

Att. Tonya Kessinger, Clerk

By Cliff Deputy Clerk

P2 / 804C

Rec'd 50.
Ex. Pg. _____
Tax. _____
Date 7/7/26

ROAD MAINTENANCE RESTRICTION

This road maintenance restriction is made this 7th day of July, 2026, by Land Inc., a Kentucky Corporation and Jason L. Humphrey, of 102 Childers Court, Elizabethtown, Kentucky, 42701, hereinafter called Parties 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, and 30 of the Allen Estates Subdivision at Summitt Creek, which is more fully described in Plat Cabinet 2, Slide 795, in the records of the Grayson County Court Clerk. Also to include lots 2A and 3A of the Amended Jason Humphrey Property Lots 2A & 3A, which is more fully described in Plat Cabinet 2, Page 769C, in the aforesaid Clerks office.

Title to the above-described real estate known as Allen Estates Subdivision is derived by deed dated January 9, 2024, of record in Book 528, Page 82 of the Grayson County Clerk's Office. Title to the above-described real estate known as Jason Humphrey Property is derived by deed dated January 29, 2025, of record in Deed Book 537, Page 512, in the aforesaid Clerks office.

A Road District (hereinafter called the "Road District" or "District") must be formed within six (6) months after 60% 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 yearly 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 additional assessment for funds necessary to maintain the roads that are not covered by the set assessment amount.

If the said fee/s are not paid when due or within 30 days thereafter it shall accrue interest at the rate of 12% per annum until paid and 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 (75%) of the above stated lot owners vote, in writing, for dissolution, with each lot being entitled to one (1) vote.

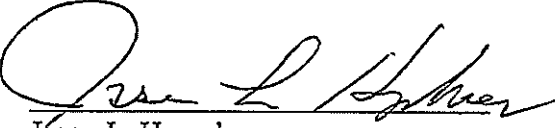
The assessments shall be paid to the First Parties to maintain the road until the "Road District" or "District" is formed. First Parties will have no responsibility for maintenance of the road after the Road District is formed, except to pay the monthly assessment for any of the above stated lots owned by First Parties.

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 utilizing the property. Failure to comply will result in a fine of seven hundred fifty dollars (\$750.00) payable to the developer as well as mandatory proper installation within ten (10) days. Any damage caused by installation will be the owner/s expense. If the property owner does not comply within 10 days the Developer will install a culvert and the property owner will be responsible for reimbursing said Developer. If said reimbursement including any and all fines are not paid within thirty (30) days of installation, the Developer has the right to file a lien against the property.

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 Fifty Dollar (\$150.00) fee shall be collected at the Closing of each lot sold by First Parties and/or to include the future sale of any and all lots mentioned to cover road maintenance costs. An annual road maintenance fee of One Hundred Fifty Dollars (\$150.00) shall be paid by lot owners to the First Parties annually by January 30th of each year there forth until a Road District is formed.

Witness the signatures of the Party of the First Part this the 7th day of July, 2026.


Land Inc., a Kentucky Corporation
By: Chris McGehee, President


Jason L. Humphrey

STATE OF KENTCKY
COUNTY OF Meade

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 Land Inc., a Kentucky Corporation by, Chris McGehee, President and Jason L. Humphrey, to be their free act and deed.

Notary Signature: Rhonda Heath

My commission expires: 11-27-2029

Printed name of Notary and Notary ID 39732

This instrument prepared by:

Chris McGehee

Land Inc., a Kentucky Corporation
By: Chris McGehee, President
102 Childers Ct.
Elizabethtown, KY 42701

State of Kentucky, County of Grayson...SCT
This instrument was filed for record on the
7 day of July 2026
at 11:18 o'clock P M and duly recorded in
Plat Book Gb 2 Page 804C
of the records of this office.
Att. Tonya Kessinger, Clerk
By AKB Deputy Clerk