

REF: CURTIS PHILLIPS, 238 OAKWOOD DR, ETOWN

BOOK 357 PAGE 105

RESTRICTIONS ON THE WOODS SUBDIVISION

SECTION II

The undersigned, William Gossett and Helen Gossett, husband and wife, Mike Edlin and Peggy Edlin, husband and wife, Walter Edlin and Judy Edlin, husband and wife, and Curtis R. Phillips and Linda Phillips, husband and wife, being the owners of certain land which has been surveyed, platted, and recorded, forming what is known as "THE WOODS SUBDIVISION", Section II, Hardin County, Kentucky, having been conveyed by Deed of Record in Deed Book 327, page 280, and on record in the Office of the Clerk of the Hardin County Court, and do declare plat to be a true representative of The Woods Subdivision, Section II, in Hardin County, Kentucky, do hereby dedicate to the public use the easements shown on this plat, and do hereby establish the following restrictions as to the use and occupancy of the lots shown thereon, to-wit:

1. Each lot herein granted shall be used for residential purposes only and no building or structure of any kind whatsoever other than one single-family dwelling and a one or two car garage.
2. The total living area of any dwelling erected on any lot, exclusive of porches, finished rooms in basements, and garages, shall not be less than fourteen hundred (1,400) square feet for a one (1) story dwelling nor less than eighteen hundred (1,800) square feet for a multi-story dwelling.
3. All buildings shall be constructed of brick, brick veneer, stone veneer, and wood. No mobile, modular, or prefabricated homes shall be erected.
4. In the event that a garage is constructed and is either attached or unattached to the dwelling house, then it must be of the same exterior material as the house.
5. A lot owner shall, at his own expense, maintain any and all drainage ditches abutting lot-owner's property, even though the drainage ditch lies within the road or utility easements.
6. No commercial business shall be operated in any home or other building located on any property.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which, may be or may become an annoyance or nuisance to the neighborhood.
9. No automobiles not in running condition shall be parked on any lot or tract, unless it is enclosed in a garage.

KELLEY & MEREDITH
ATTORNEYS AT LAW
6 PUBLIC SQUARE
ELIZABETHTOWN, KY.

BOOK 357 PAGE 106

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Any fence or hedge used as fencing shall be restricted to the rear yard area of each lot and shall not extend nearer the front lot line than the real line of the foundation of the house erected thereon. Maximum height on any fence is 5 ft.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidity of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

William Gossett and Helen Gossett, his wife, Mike Edlin and Peggy Edlin, his wife, Walter Edlin and Judy Edlin, his wife, and Linaa Phillips execute this instrument by and through Curtis R. Phillips, their attorney in fact, under a Power of Attorney dated the 28th day of December, 1977, and recorded in Deed Book 323, page 323, in the Office of the Clerk of the Hardin County Court.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto this 30 day of October, 1978.

Curtis R. Phillips
CURTIS R. PHILLIPS, individually

Curtis R. Phillips
CURTIS R. PHILLIPS, as attorney in fact for and on behalf of William Gossett and Helen Gossett, Mike Edlin and Peggy Edlin, Walter Edlin and Judy Edlin, and Linaa Phillips