

DECLARATION OF RESTRICTIONS

FOR

STONEWALL ESTATES SUBDIVISION

This DEED OF RESTRICTIONS, made and entered into on this, 23 day of June, 1988, intends to establish a general plan for the use, occupancy, and enjoyment of STONEWALL ESTATES SUBDIVISION.

WITNESETH:

THAT, WHEREAS, the homeowners are the owners of STONEWALL ESTATES SUBDIVISION in the City of Richmond, Madison County, Kentucky; and

WHEREAS, the homeowners intend to establish a general plan for the use, and occupancy and enjoyment of the subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the homeowners desire to create certain restrictions as to the lots in the subdivision.

NOW, THEREFORE, the homeowners do hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in Stonewall Estates Subdivision as shown by plat of record in the Office of the Madison County Court Clerk at Plat Book 8, Page 264, as follows:

1. PRIMARY USE RESTRICTIONS: No lot in STONEWALL ESTATES SUBDIVISION shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private garage (attached or detached) .

2. APPROVAL OF CONSTRUCTION PLANS: It is the intention of these restrictions and conditions that only residences of architectural merit, good design and suitable material shall be erected in STONEWALL ESTATES SUBDIVISION. Accordingly, the plans and specifications for the erection or the alteration of any building, fence, wall or other structure must be approved in writing by the STONEWALL ESTATES HOMEOWNERS ASSOCIATION ("ASSOCIATION") or a two-thirds majority of the homeowners of STONEWALL ESTATES SUBDIVISION before construction is begun. The plans submitted must show the nature, kind, shape, heights, materials, floor plans and be accompanied by a diagram of the lot, setting forth the exact location of all proposed structures whatsoever and the grading plan of the lot. The plans and specifications must be left on file with the ASSOCIATION. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. The ASSOCIATION or a two-thirds

majority of the homeowners may vary the established building lanes, at their sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS: All exterior building materials shall be either brick, stone, brick veneer or stone veneer, or a combination of same, and shall extend to the ground level on all sides of the building; other exterior building materials, other than those listed above, must be approved in writing by the ASSOCIATION or a two-thirds majority of the homeowners.

4. SETBACKS: No building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any side street line or nearer than eight feet to any side lot line. In any event, all buildings shall be located upon any lot in such a manner as to conform to the applicable regulations of the Richmond-Madison County Planning and zoning Commission.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum of 2,400 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1 1/2) story house shall have a minimum of 2,400 square feet, a minimum of 1,400 square feet of which shall be on the ground floor, exclusive of the garage..

(c) A two (2) story house shall have a minimum of 1,200 square feet on the ground floor, exclusive of the garage.

(d) Any other type of house not specifically listed above shall have a minimum of 2,400 square feet, exclusive of the garage.

(e) In computing total square feet, finished basements, garages and open porches shall not be included.

6. NUISANCES: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to the neighborhood.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders; any such sheds or offices shall be removed when the construction has been completed.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or basement;

no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no operable vehicle shall be parked on any street in the subdivision for a period in excess of forty-eight (48) hours in any one calendar year.

(d) Television satellite dishes may be erected only in the back of a lot in such a fashion that they cannot be seen from the road. No outside television or radio antenna shall be erected or used on any lot.

8. GARAGES. All garages shall be rear entry or side entry attached garages; any other garage entries must be approved by the HOMEOWNERS ASSOCIATION or a two-thirds majority of the homeowners.

9. LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and sodding between the front and street side walls and the pavement or any abutting streets.

10. DRIVEWAYS AND SIDEWALKS: Each lot owner will be responsible for installing and maintaining a 4' wide sidewalk, 6'6" from street curb, and running entire width of lot. Each sidewalk will be placed in such a manner as to be compatible with existing curbs, driveways and uniform in joining sidewalks. Lot owners who do not intend to build immediately will be required to install sidewalks at the time of purchase.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the building thereof as a model home for display or for the builder's own office, provided said use terminates within two (2) years from completion of that house.

12. TREES: Upon completion of construction of the residence on each lot, Builder shall be responsible for planting two (2) three (3") caliber trees in the front yard; upon the failure of any Builder to comply with the provisions of this paragraph, the ASSOCIATION or any person or association to whom the ASSOCIATION may assign the right, may take action to comply with the terms of this paragraph and shall be reimbursed by the Builder for the expenses incurred in complying with this paragraph.

13. CLOTHESLINES: No outside clothesline shall be erected or placed on any lot.

14. DRAINAGE: Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

15. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

16. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control.

17. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If lot owner fails to so maintain the lot, the ASSOCIATION or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon, demand, reimburse the ASSOCIATION for any expenses incurred.

18. All outbuildings (other than detached garages) of any nature are prohibited.

19. All fences shall be brick, wood or stone and are restricted to backyards only. All fences must be approved by the ASSOCIATION or a two-thirds majority of the homeowners.

20. No part of any lot shall ever be used as either a public or a private street or thoroughfare to any lot or property without the written permission from the ASSOCIATION or a two-thirds majority of the homeowners.

21. During construction, all dirt and rock excavated and not used on the lot, shall be removed from the subdivision unless specific permission is otherwise given by the developers. Top soil shall not be removed from any lot without written permission from the ASSOCIATION or a two-thirds majority of the homeowners.

22. Should the owner of any lot fail to maintain the lawn, the ASSOCIATION or its assigns]may enter such lot to cut grass and/or weeds and remove debris necessary, and collect their costs of labor and material plus 25% from the owner of said lot.

23. Should any lot owner or owners violate or attempt to violate any one or more of these restrictions and conditions, any other lot owner or lot owners shall have the right to take legal action necessary to abate such violation or attempted violation and recover damages there for.

24. All lots in the subdivision are sold subject to any and all recorded utility easements as shown on the plat of this subdivision or other instruments as recorded in the office of the Madison County Court Clerk.

25. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the ASSOCIATION.

26. UTILITIES: All lots in this subdivision must have underground electric, telephone, cable T.V. Services in compliance with the guidelines of each respective utility company and developers of STONEWALL ESTATES SUBDIVISION. Each lot owner shall be responsible

(d) The initial assessment hereunder shall be no higher than \$50.00 per year per lot beginning January 1, 1988. After December 31, 1988, the Board of Directors may, from time to time, increase or decrease the assessment. The Board of Directors of the ASSOCIATION shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year.

31. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

32. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.