

Doc ID: 008206980003 Type: AMD
Kind: REST
Recorded: 12/07/2010 at 02:44:22 PM
Receipt#: 2010-00018900
Page 1 of 3
Fees: \$13.00
Hardin County Clerk
Kenneth L. Tabb Clerk

**Restrictions For Record Plat of Dunraven Place Section 2
Hardin County, Kentucky**

BK 1342 PG 713-715

This Declaration of Restrictions made and executed by Glenn S. Turner and Sandra G. Turner herein called the owner(s) on 7 December 2010.

Whereas, the owner of this property desires to protect the property and neighborhood by appropriate restrictions as to the use and improvements of said lots and to make said subdivision more desirable for residential purposes. These restrictions supercede and replace all previous restrictions.

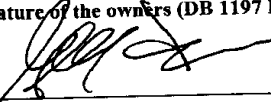
WITNESSETH: That the owners do hereby make and impose the following covenants and restrictions on Lots 1B, 4-7, 12A-12B, & 14-44 of the following described property located in Hardin County, Kentucky, to-wit:

Being Record Plat of Dunraven Place Section 2 as shown on plat of same recorded in Plat Cabinet 1 Sheet 5089 in the office of the Clerk of the Hardin County Court.

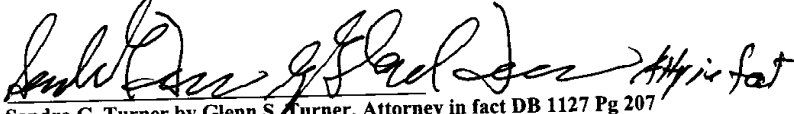
1. Herein granted shall be used for single family detached residential purposes only and no structure of any kind whatsoever as to exceed two stories in height and there can be no more than one residence erected per lot. No apartments, hotels, or motels shall be built on any property. No house trailers allowed. All structures shall be constructed on-site. No commercial business shall be operated in any home or other building located on the property.
2. No automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat truck or any other vehicle, including an automobile shall be parked on any street in the subdivision for an extended period of time.
3. No lot shall be used or maintained as dumping grounds for rubbish, trash, garbage or other waste, which shall 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.
4. All residences must contain a minimum of 1300 square feet of living space per house. Finished basement areas, garages and open porches shall not be included in computing the total living space of any residential structure.
5. No A-frame, berm (earth sheltered) or homes built under the HUD Manufactured Housing Code (ie. trailer, "Double-wides" or "Mobile homes") shall be permitted for construction or erected on any lots.
6. Each residence shall be constructed with an attached 2-car garage. A garage in a basement does not meet this requirement. No carports.
7. The exterior of all residences shall be finished brick, synthetic stucco, stone or vinyl or aluminum siding. No asbestos siding, shingles, painted or stuccoed concrete blocks, tile or brick siding shall be permitted. Brick or stone shall be incorporated into at least a part of the exterior of the structure.
8. Any residence or detached structure shall have a roof pitch of 5/12 or more.
9. Any detached structure shall have the same exterior material as the house.
10. The driveway shall be of concrete.
11. Any portion of fence erected or placed facing any street shall not exceed six (6) feet in height and shall be constructed of wood, stone, brick or rock. Any chain link fences erected in rear of residence shall be vinyl coated. No fences in front of house.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out building shall be used on any lot as a residence, either temporarily or permanently.
13. 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.

14. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than ten (10) square feet advertising the property for sale, rent or auction, or signs used by a builder to advertise the property during the construction and sales period.
 15. 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. The owners of pets shall be responsible for seeing that their pets do not enter onto other homeowners lots.
 16. Grass shall be mowed and maintained and in no case shall be taller than eight (8) inches.
 17. Vacant lots must be mowed at least three (3) times per year.
 18. There will be a maximum construction period of each dwelling not to exceed one year from start to completion.
 19. Underground Utility Service - Each property owner's electric and other utility service lines shall be underground throughout the length of service line.
 20. Easements for the installation and maintenance of utilities and for drainage are reserved as shown on the recorded subdivision plat, and no structures or plantings shall be so located as to obstruct the free and clear use of said easements for the purposes intended.
 21. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants or restrictions herein contained either to restrain such violation or to recover damages or other proper relief for such violations.
 22. All tanks used for any purposes shall be screened from the street view. Tanks larger than 250 gallons shall be buried. All swimming pools in this subdivision shall be constructed as in ground pools. No pools shall be allowed that are constructed above the ground level. Pool pumps and filtering systems shall not be visible from the street nor from the windows or porches of adjacent properties.
 23. After occupancy of a residence, the lot owner shall grade and seed and/or sod the lot within sixty (60) calendar days.
 24. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
 25. 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 one (1) year from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of one (1) year unless an instrument of writing by a majority of the land owners of the lots has been recorded agreeing to change said covenants in whole or part. Landowners shall have one vote for each lot owned in Record Plat of Dunraven Place Section 2.
 26. The Homeowner's Association shall have the responsibility of determining validity of a homeowner's complaint and shall have the right to enforce compliance with all restrictions. In addition, the Homeowner's Association shall pay for the maintenance of all drainage facilities, structures and or basins affecting the function of Dunraven Place Section 2 (including any basins outside the subdivision boundary - i.e basin on Lot 1B Dunraven Place Section 1) that are not accepted for maintenance by Hardin County or other public entity and for any subdivision entrance signage maintenance or replacement.
 27. All owners, defined as being record title holders of Lots in Dunraven Place Section 2, shall be members of the Dunraven Place Section 2 Homeowners Association which is herein formed for the protection, maintenance and improvement of Dunraven Place Section 2. Said owners shall pay equally (per lot) all assessments, fees and dues duly adopted by the Homeowners Association according to its duly adopted bylaws. Each "lot" shall have one vote in Association matters.
-

IN TESTIMONY WHEREOF, witness the signature of the owners (DB 1197 Pg 685) hereon this 7th day of December, 2010.



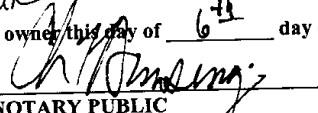
Glenn S. Turner



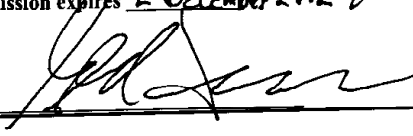
Sandra G. Turner by Glenn S. Turner, Attorney in fact DB 1127 Pg 207

State of Kentucky; County of Hardin
Subscribed and sworn to before me by above names owner this day of 6th day of December
2010.

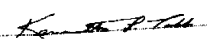
Sandra's name signed w/PA.



NOTARY PUBLIC
My Commission expires 2 December 2012

PREPARED BY: Glenn S. Turner  _____ 205 Skennett Run Airyville KY
40162

I, Kenneth L. Tabb, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.



By: ANITA GOODIN, dc