

RESTRICTIONS FOR Kirkstone
HARDIN COUNTY, KENTUCKY

BOOK 1129 PAGE 374

This Declaration of Restrictions made and executed by Glenn S. Turner and Sandra G. Turner herein called the owner(s) and/or developers on this 21st day of September 2004.

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.

WITNESSETH: That the owners do hereby make and impose the following covenants and restrictions on Lots 1 through 14 of Record Plat of Kirkstone as shown on plat of same recorded in Plat Cabinet 1 Sheet 3726 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 older than 2002 models excepting any existing homes on the premises. 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 1000 square feet of living space for single story structures and 1600 square feet for 1 1/2 and 2 story structures. Finished basement areas, garages and open porches shall not be included in computing the total living space of any residential structure.
5. The exterior siding 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.
6. Any portion of fence erected or placed facing any street shall not exceed six (6) feet in height. No fences in front of house.
7. 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.
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 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.
10. 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. Horses may be kept on any lot larger than three acres.
11. Grass shall be mowed and maintained and in no case shall be taller than eight (8) inches.
12. There will be a maximum construction period of each dwelling not to exceed one year from start to completion.
13. 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.
14. 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.
15. After occupancy of a residence, the lot owner shall grade and seed and/or sod the lot within sixty (60) calendar days.

RETURN: New Turner, Inc., 5735 N. Drive Hwy., Elizabethtown, Ky. 42701

16. 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. BOOK 1129 PAGE 375

17. 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 Kirkstone.

IN TESTIMONY WHEREOF, witness the signature of the owners hereon this 21 day of September 2004

Glenn S. Turner Sandra G. Turner
Glenn S. Turner Sandra G. Turner

Subscribed and sworn to before me by above names owners this day of 21 day of September 2004.

Conelia B. Johnson NOTARY PUBLIC My Commission expires 2/24/2008
Glenn S. Turner 5735 W. Dixie E. Hwy KY 40301

PREPARED BY: Glenn S. Turner

STATE OF KENTUCKY
COUNTY OF MASON SCT
I, KENNETH L. TABB, CLERK OF SAID
COUNTY CLERK, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED IN Book
BOOK 1129 PAGE 374 IN MY
SAID OFFICE.
KENNETH L. TABB, CLERK
BY Linda Smith D.C.

KENNETH L. TABB
MASON COUNTY CLERK
BY Linda Smith D.C.

2004 SEP 21 A 11: 24

DEED TAX
IMPOSED AND RECORDED
THIS

FEE PD. ST. CLK 9.00