

*index class - amended owners cert.
doc type - rest* BOOK 1022 PAGE 238

RESTRICTIONS FOR THE SHIRE
HARDIN COUNTY, KENTUCKY

This Declaration of Restrictions made and executed by the owners of the above named
Subdivision on 19th January 2002.

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 the following described property located in Hardin County, Kentucky, to-wit:

Being The Shire (Lot 11 is excluded from these restrictions) as shown on plat of same recorded in
Plat Cabinet 1 Sheet 3074 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 is to exceed two stories in height and there can be no more than one residence erected per lot. No apartments, hotels, motels, duplexes or condominiums shall be built on any property. No house trailers allowed. 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 a dumping ground 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 one story residences must contain a minimum of 1470 square feet of living space. All two story homes or bi-level homes or 1 1/2 story homes must contain a minimum of 1470 (1470) square feet of living space. 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), 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 either 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.
8. Any residence or detached structure shall have a roof pitch of 5/12 or more.

Planning and zoning.

9. Any detached structure shall have the same exterior material as the house.
10. The driveway shall be of concrete, asphalt or brick.
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 outbuilding 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. Horses may be kept on any lot larger than three acres.
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 utility service lines shall be underground throughout the length of service line from Nolin RECC point of delivery to owner's building; and title to the service line shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.
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 swimming pools in this subdivision shall be constructed as in ground pools. No pools shall be allowed that is constructed above the ground level. All tanks used for any purposes shall be screened from the street view. 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.

26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument of writing by a majority vote of the land owners of the lots has been recorded agreeing to change said covenants in whole or part. Land owners shall have 1 vote for each lot owned.

IN TESTIMONY WHEREOF, witness the signature of the owners hereon this 14th day of

January, 2002.

[Signature]
Glenn S. Turner

[Signature]
Sandra G. Turner

Subscribed and sworn to before me by above names owners this 14 day of January 2002.

[Signature]
NOTARY PUBLIC
My Commission expires 2/21/04

PREPARED BY: Glenn S. Turner
295 Shannon Run
Rineyville, KY 40162

STATE OF KENTUCKY
COUNTY OF HARDIN SCT.
I, KENNETH L. TABB, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED IN Book
BOOK 1022 PAGE 238 IN MY
SAID OFFICE.
KENNETH L. TABB, CLERK
BY [Signature] D.C.

BY [Signature]
KENNETH L. TABB
CLERK
D.C.

2002 JAN 17 A 9:21

FEE PAID ST. CLK
SEED TAX
PAID AND RECORDED
THIS

9-