

200

RESTRICTIONS FOR
WOODSBORO SUBDIVISION

A. E. McMahan and LaVerne McMahan, his wife, A. J. McMahan and Carol McMahan, his wife, and A. B. Ryan and Emma L. Ryan, his wife, d/b/a Lloydsboro Developers, have filed in the Oldham County Court Clerk's Office, a plat known as Woodsboro....., and hereby impose on all property in the said development the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the purchasers of lots in said development, their successors in title and their heirs and assigns, to wit:

1. All lots are subject to the easements for electrical, drainage, gas, water and telephone utilities as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or trim any trees within or without the easements that may interfere with the installation or operation of the utility lines. The easements shall be kept free of all obstructions, including fences, tress, shrubbery and gardens.

2. All residences erected on lots in this subdivision must face the roads as shown on the plat. All corner lot locations of residences will be optional, but set back requirements from each road shall apply.

3. All residences shall be used exclusively for single family private residences. No more than one dwelling house designed for occupancy by a single family shall be

Woodsboro McMahan Court Co. of Lloydsboro McMahan, Fayetteville Rd. Chaucer, Ky 40014

8-4-78

erected on any one lot. No house trailers, basements, tents, garages or outbuildings or temporary structures shall be used as a residence on any site.

4. No house shall be occupied until the exterior of the house is fully completed in accordance with the plans and specifications as submitted to and approved by the Architectural Control Committee as provided for in paragraph 10 herein.

5. None of said lots shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one dwelling thereon.

6. Residences erected on said lots shall contain the following minimum square feet of floor space:

a. Full two-story residence, 1,000 square feet on the main floor, not including garage, breezeway and porches.

b. One-floor plan residence, 1,400 square feet on the main floor, not including garage, breezeway and porches.

c. Bi-level floor plan, residence, 1,200 square feet on the main floor, not including garage, breezeway and porches.

d. Tri-level plan residence, 1,800 square feet combined total of the three levels, not including garage, breezeway and porches.

e. Cape Cod type residence or one-story residence with part second story, 1,200 square feet on the main floor, not including garage, breezeway and porches.

7. No trailer, mobile home, basement, tent or shack, garage, outbuilding, or temporary structure shall be used as a residence or for residential purposes on said tract, and no

structure shall be moved onto any parcel, unless it shall conform to the restrictions herein set out. No trailer court or trailer park may be allowed or established thereon.

8. All residences erected shall have exterior walls of brick, brick veneer, stone or stone veneer, clapboard or vertical siding. Other materials shall first meet the approval of the Architectural Control Committee, subject to Article 9 of these restrictions.

9. Before any excavation or construction is begun, all plans for residence and outbuildings thereon must be submitted to and approved by the Architectural Control Committee. The Architectural Control Committee or its assigns has the right to approve or disapprove any architectural design, and this approval shall be in writing.

10. The Architectural Control Committee shall be composed of three (3) members with the initial Committee to include A. E. McMahan, A. J. McMahan and an architect of their choice. A majority of the Committee may designate a representative to act in the Committee's behalf. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

At such time as the Woodsboro Property Owners' Association (hereinafter the "Association") is formally organized as provided for in paragraph 14 herein, members of the Association other than the developer shall appoint two (2) members to serve on the Architectural Control Committee, including one (1) from its membership and an architect of its choice. The developer shall also have the right to appoint a member of his choice to the Committee.

11. The front of all residences, including all bays, porches, etc., shall be restricted to the building line that is shown on the plat. The side building line for each lot shall be a minimum of 25 feet from each side line.

12. All fences must be of woven wire, plank, picket or wood rail. No fence shall exceed the height of 54 inches and shall be open construction.

13. No cattle, swine, poultry, or other like animals shall be raised on any site. No pen or kennel for commercial purposes shall be allowed on any site.

14. In order to provide for the continued maintenance and upkeep of the streets and roadways in Woodsboro, and to establish an equitable and orderly financing plan for preserving the usefulness and appearance of the drainage and other facilities and areas therein, there is hereby provided for and established the Woodsboro Property Owners' Association (the "Association") in which the owner or owners of each lot in Woodsboro shall, upon acquisition of title, be deemed to hold one (1) membership per lot and be entitled to one (1) vote or voice in the organization of and in the conduction of the affairs and business of the Association, which membership and voting right shall pass, with title, to the succeeding owner or owners of such lot.

Within one year from the date of the first sale of lots in Woodsboro said Association shall meet and formally organize, upon Notice to the lot owner-members as described above, which notice may be issued or circulated by or on the initiative of any three (3) or more of such members.

Procedures of organization and conduction of the business and affairs of the Association shall be those democratic

procedures and processes usual and normal to such organizations, and may be established, re-established and altered according to need by appropriate action of the membership. The Association may elect to use another name or designation of its choice, and may choose to incorporate.

The Association shall assume and have responsibility for the maintenance and upkeep of and the appearance of the streets and ways in Woodsboro; of its storm drainage facilities and area; and of any public areas, lighting, and other services installed or established for the mutual use and benefit of the owners and occupants of the lots therein.

The Association shall be responsible for the receiving and collection of, safekeeping of, and expenditure of the maintenance funds and assessments herein provided for. All monies collected and received by it hereunder shall be placed on deposit with and disbursed by check or draft drawn on a Federally insured bank or depository.

On a date to be set by the Association, but in no event later than six (6) months from the date of formal organization of the Association, each of the lots in Woodsboro on which a residence shall have been constructed shall be subjected to an annual maintenance and improvement charge and assessment becoming due and payable on the dates and at the places from time to time designated by the Association; the amount of assessment shall be fixed by the Association.

Any and all assessments duly levied or imposed hereunder on any lot in Woodsboro shall be and constitute a valid lien on such lot together with the improvements thereon, and the Association shall have full powers of enforcement of such

liens as in the case of liens of real estate generally. HOWEVER, the lien of any such assessment or assessments for any period whatsoever shall be and remain subordinate and inferior to the lien of any bona fide first mortgage on the assessed property whether effected prior or subsequent to the attachment of such lien; and any such lien or liens existing hereunder shall be automatically terminated and extinguished upon acquisition and perfection of title to the assessed property by the holder of such bona fide first mortgage, or a successor-owner or assignee thereof, through foreclosure proceedings. And further, the lien or liens of such assessments shall be and remain subordinate to any lien or liens of ad valorem taxes on the lot assessed.

15. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be kept in a clean, sanitary condition.

16. No signs or commercial advertising shall be permitted on any lot.

17. Building materials shall not be stored on a lot prior to construction for a period of more than ninety (90) days.

18. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

19. All construction shall be confined to the boundaries of the lot under construction, and the owner and/or builder will be liable for damages to any other lot or roads damaged outside his particular lot.

20. Each lot shall have a minimum 2½' long and 12"

diameter culvert under the driveway serving that lot, to be installed by the lot owner at his expense, prior to the construction of the lot. The culvert may be omitted if the ditch is shallow and the driveway is level with the bottom of the ditch and would not obstruct the flow of water in the ditch.

21. There shall be no privies or outside toilets.

22. The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.

23. All outbuildings shall be neat and attractive in appearance and similar in design to the residence. If constructed of concrete block, they must be veneered with brick, stone, wood or combination thereof.

24. All lots shall be properly cut and maintained. Once formally organized, the Association shall have the right to approve or disapprove the general appearance and condition of any lot. All lots must be mowed at least twice per year. If an owner fails to mow his lot, the Association shall have the right to have said lot mowed and charge the owner \$25.00 per lot per mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is paid, however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot.

25. Prior to the formal organization of the Association under paragraph 14 above, any of the restrictions imposed herein may be altered or abolished by an agreement between the developer and a majority of the other lot owners in the subdivision, acknowledged and recorded as a deed of conveyance provided

such alteration or abolition complies with the H.U.D. Office of Interstate Land Sales Regulations. Thereafter, such alterations or abolition shall be binding on all owners of the lots in the subdivision.

Following formal organization of the Association, any of the restrictions imposed herein may be altered or abolished by an agreement between the owners of fifty-one percent (51%) of the lots in Woodsboro acknowledged and recorded as a deed of conveyance and such alteration or abolition shall thereafter be binding on all owners of the lots in Woodsboro.

For the purpose of amending these restrictions the developer shall not be deemed to hold (nor be permitted to vote) more than forty nine percent (49%) of the lots in Woodsboro beyond one (1) year from the date of the first lot sale in the subdivision.

26. These restrictions may be enforced by the developer, its successors, or assigns, or any lot owners, provided, however, that failure to promptly enforce any of the restrictions or covenants contained herein or as shown on the plat shall not be deemed a waiver of the right to enforce thereafter and the invalidation of any of the covenants or restrictions contained herein by Judgment of any competent Court shall not affect any of the other restrictions and covenants which shall remain in full force and effect.

27. All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, assigns and successors and to each purchaser, his heirs, successors and assigns and shall be in full force and effect from the date of the recording of the subdivision plat and shall apply to all lots.

A. E. McMAHAN

LaVERNE McMAHAN

A. J. McMAHAN

CAROL McMAHAN

A. B. RYAN

EMMA RYAN

BY Arvel McMahan
Arvel McMahan,
Attorney-in-Fact
Deed Book 179, page 268
Oldham County Court Clerk's Office.

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF OLDHAM)

The foregoing Restrictions were acknowledged before
me this 4th day of August, 1978 by Arvel McMahan,
Attorney-in-Fact for A. E. McMahan and LaVerne McMahan, his
wife; A. J. McMahan and Carol McMahan, his wife; and A. B.
Ryan and Emma Ryan, his wife, d/b/a Lloydsboro Developers,
as the act and deed of said parties and his act and deed as
Attorney-in-Fact.

My commission expires 2-10-82

James F. Williamson
Notary Public

Prepared in the law offices of
Manby, Williamson & Smith
LaGrange, Kentucky 40031

BY James F. Williamson
James F. Williamson,
Attorney at Law

PLAT APPROVED
AS SUBMITTED

Oldham County Planning
And Zoning Commission

BY: Charles F. Brown

ADMINISTRATOR

DATE: Aug 7, 1978

RECORDED

179 278

1978-10-20