

For Amended Restrictions See 110.0 Book 149, Page 21

(1)

BOOK 134 PAGE 226

DECLARATION OF RESTRICTIONS

PARK LAKE ESTATES

THIS INDENTURE BETWEEN: PARK LAKE, INC., a Corporation, party
of the first part,

A N D

All those who may hereafter own any
of the property, hereinafter described,
parties of the second part,

WITNESSETH: THAT WHEREAS, the party of the first part
is owner of all lots as shown on the plat of PARK LAKE ESTATES,
a plat of which is recorded in Plat and Subdivision Book 3, page
5, in the Office of the Clerk of the County Court of Oldham
County, Kentucky, and desires to place the following Restric-
tions thereon for its own protection as long as it owns any
of said Lots, and for the protection of those who may hereafter
own any of said lots, the following Restrictions are hereby
imposed upon all Lots in PARK LAKE ESTATES, *EXCEPT LOT 296 2-2.*
to-wit:

1. All Lots above described shall be used for resi-
dence purposes only. No building shall be erected, altered,
placed or permitted to remain on any lot other than one detached
single-family dwelling not to exceed two and one-half stories
in height, and a private garage for not over two cars.

2. The ground floor area of a one-story or a tri-
level house shall have a minimum of 1000 square feet; a one
and one-half story or a bi-level house shall have a ground
floor area of at least 750 square feet; a two story house shall
have a ground floor area of at least 750 square feet. Open
porches and attached garages are not to be included in computing
the floor area.

3. No building shall be erected, placed, or altered
on any lot until the construction plans, and a plan showing the
location of the structure, the type of exterior material, and
the driveway culvert or apron, shall have been approved before
construction is begun by PARK LAKE, INC., a Corporation, or by
any person or committee to whom it may delegate such rights in
writing.

4. Lawn grades and house elevations and location of house and garage are to be approved in the same manner as the plans and specifications under Paragraph 3. Building set-back lines on the recorded plats shall be observed as a minimum.

5. No fence may be built on any lot over six (6) feet in height nor closer to the front line of Lot than front line of house. Fences to be of wire, boards, pickets or ornamental iron. Picket fences to have spaces between pickets equal to width of pickets. Fences to be approved in compliance with Paragraph 3 above.

6. The Easements shown on the recorded Plat of PARK LAKE ESTATES, are reserved as perpetual easements for the purposes shown on said Plat. The areas designated as open areas on the recorded Plat are hereby dedicated to community use only and not to General Public use.

7. No noxious or offensive activity shall be carried upon any lot above described, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, or other out-building erected on any lot described above at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions herein. Right is reserved to cut the grass and the weeds on unimproved lots.

9. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot. No animals are to be raised for commercial purposes on said property.

10. No more than one sign shall be permitted on any unimproved lots and the same shall not be larger than two (2) feet by two (2) feet, except upon approval by original owners.

11. 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 thirty (30) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. If at any time there is no one authorized to make approvals under Paragraphs 3, 4, and 5 of these Restrictions, or at any time, upon the request of the party of the first part, the owners of the Lots in said Subdivision shall elect a committee of not less than three of said lot owners to perform said functions.

15. Beginning on the 1st day of January, 1974, and thereafter on the 1st day of January in each succeeding year, the owner or owners of each lot shown on the aforesaid Plat of said Subdivision shall pay a road maintenance and committee area maintenance charge of \$12.00 per annum, which annual maintenance charge shall be paid to PARK LAKE, INC., a Corporation, or to the Committee hereinafter provided for, as the case may be.

16. The funds collected from said maintenance charge shall be expended for the sole purpose of keeping and maintaining the public roadways and the community areas in said subdivision in good condition and repair. It being provided that all funds collected in accordance with the terms of these covenants will be deposited in an Escrow Account which is not subject to the claims of creditors until such time as the funds are transferred to the Committee provided for herein.

17. Said Annual Maintenance Charge shall bear interest at 6% per annum from its due date until paid, and shall constitute a personal obligation of the owner or owners of each such lot, and shall be collectable by legal action by said Corporation or said Committee, but such maintenance charge shall not be or become a lien upon any such lot except as the result of an execution upon a judgment obtained to enforce payment of such charge.

18. Said Maintenance Charge shall be paid to PARK LAKE, INC., until such time as said Corporation has sold and conveyed 25% of the Lots and in no event later than sixty (60) days after said 25% of such lots shall have been conveyed by PARK LAKE, INC. to other parties, then the majority of Lot owners shall appoint from the owners of said lots a committee composed of not less than three nor more than five members to collect and administer said maintenance fund. Said committee upon appointment shall have transferred to it any amount then in said maintenance fund and thereafter shall be responsible for the discharge of the obligations created hereunder and all liability of PARK LAKE, INC., in relation thereto shall cease. During its existence said Committee shall elect from the owners of said any replacement to it necessary as the result of the resignation or death of any committee member.

19. The \$12.00 per annum charge hereinabove provided for may be increased or decreased by a majority vote of the owners of said lots at any time.

20. If said Subdivision shall be annexed to any City at any time, or the maintenance of said roads at any time be assumed by any governmental entity, then upon such event this road maintenance agreement shall end and be void and thereupon any moneys then remaining in said fund shall be expended by PARK LAKE, INC., or said committee, whichever at said time is in possession of said funds, for the betterment of said roadways and community areas as said PARK LAKE, INC., or said Committee in its sole discretion shall deem advisable.

21. All restrictions, agreements and covenants herein contained shall run with the land and be binding upon all purchasers from the said PARK LAKE, INC., its heirs, assigns or successors in title, and shall be for the benefit of the aforesaid seller, its assigns, successors in title and purchasers

from it, during the period, during which these restrictions and obligations shall severally remain in force as herein elsewhere provided.

22. The Developer, PARK LAKE, INC., reserves the right to create a separate set of Restrictions for that property which it owns adjoining PARK LAKE ESTATES, Section 1.

23. Any of the Restrictions imposed herein may be altered or abolished by an agreement signed by the owners of three-fourths (3/4ths) of the lots in PARK LAKE ESTATES, Section 1, duly acknowledged and recorded as a Deed of Conveyance, and such alteration or abolition shall thereafter be binding on all owners of lots in the subdivision.

IN TESTIMONY WHEREOF, witness the signature of the first party, this 8th day of June, 1973.

PARK LAKE, INC.

BY S. O. McBroom
S. O. McBroom, President

STATE OF KENTUCKY

COUNTY OF OLDHAM

The foregoing instrument was acknowledged before me this 8th day of June, 1973, by S. O. McBroom, as President of PARK LAKE, INC., a Corporation, on behalf of said Corporation.

My commission expires February 15, 1976.

Thomas F. Manby, Jr.
Notary Public,
State of Kentucky at Large
Qualified in Oldham County

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

BY Thomas F. Manby, Jr.
Thomas F. Manby, Jr.,
Attorney at Law

I, Helen S. Bowman, Clerk of the Oldham County Court, in the State of Kentucky, do certify that the foregoing DECLARATION OF RESTRICTIONS were on this day produced to me in my office at 2:50 o'clock P.M., lodged for record and ordered to be recorded; that I have recorded them and this certificate in my office.

Witness my hand this 8th day of June, 1973.

Helen S. Bowman CLERK.