

RESTRICTIONS
OF
CAMDEN MANOR SUBDIVISION

The undersigned, Robert Jones, Robert Herring, Terry Powell Builder Inc., and Hall Brothers Company Inc. on this 12 day of January, 1995, hereby adopt the following RESTRICTIONS for Camden Manor Subdivision, Crestwood, Oldham County, Kentucky.

WITNESSETH:

The undersigned Trustee, being the owner of all the lots in Camden Manor Subdivision, situated east of Crestwood, Oldham County, Kentucky, does hereby adopt the following RESTRICTIONS and COVENANTS, which RESTRICTIONS AND COVENANTS shall apply to all of the lots of said Camden Manor Subdivision, as shown on the Plat of same styled Camden Manor Subdivision, which Plat is recorded in Plat Book 5, Page 5, of the Oldham County Court Clerk's Office, as follows:

1. All tracts as shown on said Plat in said Camden Manor Subdivision, shall be used for residential purposes only, with no more than one dwelling house designed for occupancy by a single family to be erected on any one lot. No trailer, mobile home, modular or manufactured homes, basement, tent or shack, garage or outbuilding, or temporary structure shall be used as a residence or for residential purposes on said tract, and no structure shall be moved onto a parcel, unless it shall conform to the Restrictions herein set out. No trailer court or trailer park may be allowed or established.

2. Residence erected on lots shall contain the following minimum square feet of floor space:

- a. Ranch homes must have 1,250 square feet of living space, excluding garage, breezeway, porches or basements.
- b. Tri-level homes shall have 1,000 square feet of living space on the first two floors, excluding garage, breezeway, porches or basements.
- c. Bi-level homes shall have 1,000 square feet on the upper floor, excluding garage, breezeway, porches or basements.
- d. One and one-half (1 1/2) story homes shall have 1350 square feet of living space, excluding garage, breezeway, porches or basements.
- e. Two-story homes shall have 1,500 square feet of living space, excluding garage, breezeway, porches or basements.
- f. All houses must have either paved or concrete driveway.

- g. Plumbing, electrical work, sewer lines and hook-ups shall be in accordance with all applicable federal, state and local laws and regulations. Sewer connections fees/taps are to be paid to City of Park Lake by purchaser and or builder.
- h. Builders and developers shall preserve all green areas within the City as much as possible
- i. No two adjacent lots, either side by side or directly across the street from one another, shall have identical exterior construction.
- j. Lot sizes shall conform to the rules and regulations of the Oldham County Planning and Zoning Commission in effect on November 12, 1983.
- k. The houses constructed shall be architecturally compatible or superior with those houses constructed in Park Lake Estates Subdivision Section 1 prior to 1980. However, this provision shall not be construed as enlarging the requirements or restricting the construction of houses.
- l. No fewer than 20 houses which are not of the ranch design shall be constructed in the development.
- m. Trees and natural foliage shall be preserved by purchaser or builder.

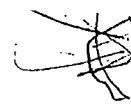
3. The developer reserves the right to approve or disapprove any type of residence. All houses and landscaping must be completed within one year from date construction begins.

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

5. Residences erected shall have exterior walls of brick, brick veneer, stone, stone veneer, stucco, clapboards, approved plywood, aluminum siding, vinyl siding, wood siding, or any combination thereof. Other materials shall first meet the approval of the developers or their assigns.

1

6. If garages, or any other outbuilding, are constructed of concrete block, they must be veneered with brick, stone, wood, aluminum siding, vinyl, or any combination thereof, and must be approved by the developers and or their assigns.
7. All building set back lines, side lines and rear line restrictions to conform to Oldham County Planning & Zoning restrictions for R-2 A zoning classification in effect as of date of record of this subdivision.
8. All utility installation on any lot shall be underground only and no electric or telephone poles shall be permitted on any lot except main feeder circuits and street lights.
9. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any inoperative car, truck, tractor or any other inoperative vehicle be allowed on said premises. No continuous parking by residents shall be allowed on streets.
10. No commercial activity or advertising shall be permitted.
11. All fences must be of wire, hedge, or picket (wood) to be spaced the width of picket; board fences are permitted; none of the fences are to be over four feet in height except post, and of open construction. No chain link fencing shall extend forward beyond front line of residence. All fences must be approved by the developer or their designated committee. No fence to be closer to the front lot line than that front wall of the residence. Privacy fences around patio are permitted.
12. No horse, cattle, swine, goats or sheep shall be kept on any of the lots. No pen or kennels shall be permitted on any lot for commercial purposes.
13. An outbuilding is permitted; however, the plans and location of same on the lot are to be approved by the developers, as to architectural design, material and location.
14. The purchaser of each lot agrees that they will not permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.
15. The developers or their assigns reserve the right to approve or disapprove the architectural design and plans and location of any residence, and /or outbuilding, and said plans shall be submitted to the developers or their authorized agent for written approval prior to the commencement of construction.
16. All driveways must be properly constructed of concrete or blacktop and must be kept in good repair; culverts must be constructed, where necessary, to prevent improper flow.



17. It is further understood that the individual builders will construct sidewalks for public use on the roadway easement according to developer's design and specification. Upon completion of construction of these sidewalks the individual property owners will be responsible for the maintenance of and liable for the portion of sidewalk located on their property.

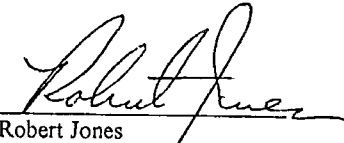
18. ALL RESTRICTIONS and PROVISIONS herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, assigns, and successors and to each purchaser of said tract, his heirs, successors, and assigns, and shall be in full force and effect from the date of execution of same by the parties hereto, EXCEPT that any changes in the RESTRICTIONS may be made by 51% vote of the lot owners and the written approval of the developers, his successors or assigns.

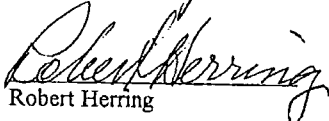
19. All lots shall be properly maintained and mowed. If an owner fails to mow or maintain the lot, the developer reserves the right to mow same to charge the owners \$25.00 per mowing. The developers reserve the right to approve or disapprove the general appearance and condition of any lot. Upon the completion of house constructions all lots must be sodded from the sidewalk easement to the front of the house with the side and rear yards being seeded and strawed to prevent erosion.


20. There shall be no hunting or discharging of any firearms allowed or permitted on any developed or undeveloped lot in Camden Manor Subdivision.

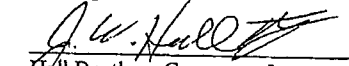
21. The owners of any lot, as well as the developer, may enforce these RESTRICTIONS and COVENANTS by the proper legal proceedings, and the invalidation of any one or more of these RESTRICTIONS and COVENANTS, or any part thereof, by Judgment and Order of any Court, shall not effect the other RESTRICTIONS and COVENANTS which shall remain in full force and effect as herein provided.

WITNESS the signature of the party hereto the date first hereinabove written.


Robert Jones


Robert Herring


Terry Powell Builder, Inc.
Terry Powell, President


Hall Brothers Company, Inc.
Joseph W. Hall III, President

STATE OF KENTUCKY)
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Book No. 5 page 623

COUNTY OF OLDHAM)

I, the undersigned, a Notary Public in and for the above stated State and County do hereby certify that the foregoing instrument of writing was on this day produced to me in said State and County and signed, acknowledged and delivered by Robert Jones, Robert Herring, Terry Powell, President, Terry Powell Builder, Inc. and Joseph W. Hall III, President Hall Brothers Company Inc., to be his free act and voluntary deed.

WITNESS my hand this 12 day of January, 1995.

My Commission expires: 6/5/95

Aandra M. Oldman
NOTARY PUBLIC, STATE OF KENTUCKY AT LARGE

This instrument prepared by:

Stephen K. Hall
Stephen K. Hall

DOCUMENT NO: 940006091
RECORDED ON JANUARY 17, 1995 10:29:33AM
TOTAL FEES: \$16.00
COUNTY CLERK: MARTHA R DAVIS
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: JEAN WALLACE
BOOK PAGE