

*Countryside Subdivision Land Use Restrictions*

*WITNESSETH: The undersigned, being 75% of all the owners of all the lots in Countryside Subdivision, located in Oldham County, Prospect, Kentucky, do hereby adopt the following the following revised and amended restriction and covenants, which restrictions and covenants shall apply to all of the lots of the said Countryside Subdivision as shown on the plat of same, styled Countryside Subdivision, which plat is recorded in Plat Book 2, page 47 and any amendments therof in the Oldham County Court Clerk's Office. (Established by the subdivision developer, Barnwill, Incorporated).*

1. All improvements erected shall be used for single family residential purposes only.
2. Only one (1) residence and one (1) private garage for not over three (3) cars may be erected or placed on each lot. Carports may be permitted if approved in writing under Paragraph 4 of these restrictions. This restriction shall not prevent larger building sites, but each lot is a minimum building site.
3. The ground floor area of any residence shall be a minimum of 1200 square feet living space, if residence is a one floor plan; 800 square feet on first floor, 500 square feet on second floor, if residence is one and one-half story; 800 square feet on first floor, 500 square feet on second floor, if residence is full two stories; if residence is of tri-level or bi-level design, the living space shall be not less than 1800 square feet.  
  
Square footage shall be determined without including garage, breezeway and porches of open type.
4. 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 which have been approved before construction is begun by Fielding H. Dickey and/or J. William Frentz, as Agents, or by anyone authorized by Barnwill, Incorporated in writing, or by any person or committee to whom said Corporation, its successors or assigns, may delegate such rights in writing, after seventy-five (75) percent of all lots have been sold. The plans and specifications of each residence garage, or carport, drive, sidewalk and entrance to the street, showing the plan, type, kind, size, shape, height, exterior materials location, elevation, and grade levels, shall be submitted to and approved by the aforementioned before construction is begun.
5. Building setback lines shown on the recorded plat shall be observed as a minimum.
6. Any fencing shall be of hedge or open type and shall not extend nearer to the front line of the lot than the front wall of the residence, no fencing shall exceed five and one-half (5 1/2) feet in height.
7. No noxious or offensive trade shall be carried on 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 outbuilding 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.
9. No chickens, ducks, geese or other fowl and no swine, cattle, goats or other like 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 three (3) feet. This restriction, however, shall not apply to contractors' signs, which shall not exceed three (3) feet by five and one-half (5 1/2) feet.

11. The easements shown on the recorded plat of said subdivision are reserved as perpetual easements for the purposes shown on said plat.
12. All restrictive covenants set forth above shall have a continuing use with the land until January 1, 2010, and thereafter until such time as the owners of seventy-five (75) percent of said lots may in writing, duly recorded, change, alter, amend or cancel said restrictions, in whole or in part.
13. At any time after seventy-five (75) percent of the lots in said subdivision have sold by Barnwill, Incorporated, its successors or assigns, the owners of the lots in said subdivision may elect from their number a committee of not less than three (3) of said lot owners to make approvals under Paragraph 4 of these restrictions and to perform and carry out any other functions and duties of the developer under these restrictions.
14. All front yards shall be seeded or sodded at the time of construction of residences to the edge of the macadam road.
15. All individual lot owners shall be required to install water meters with lines having not less than a one (1) inch water service connection to the main line.
16. It is further understood and agreed that all lots in said subdivision shall be assessed by the developer, its successors and assigns, annually for the maintenance of the roads and other general maintenance of the subdivision, beginning January 1, 1971, the sum of ten (\$10.00) dollars per lot. Proceeds from said annual maintenance charge shall be expended in the discretion of the developer, its successors or assigns. Any profit derived therefrom shall belong to the developer, its successors or assigns. The foregoing annual charge shall constitute a lien upon which each lot until paid however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot, and the developer does hereby subordinate the same. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said road is assumed by Oldham County or some other public authority, it being further provided that the developer, its successors and assigns, shall have the right to continue said assessment for the general maintenance of the subdivision in the event that same is deemed necessary by the developer, its successors and assigns.
17. All of the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their successors and assigns, and to each purchaser of a lot in Countryside Subdivision, his heirs, successors and assigns, and shall be in full force and effect from the date of execution of same by the parties hereto and shall apply to all lots in Countryside Subdivision, as shown on the plat hereinabove referred to, which plat is recorded in Plat Book 1, page \_\_\_\_, of the Oldham County Clerk's Office.
18. In the event that any of the requirements contained in the above restrictions are less than those set by the Oldham County Planning and Zoning Commission, then the requirements of the Oldham County Planning and Zoning Commission shall govern and apply.

19. The owner of any lot in Countryside Subdivision, as well as the developer, its successors and assigns, may enforce these restrictions and covenants by 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 affect the other restrictions and covenants which shall remain in full force and effect as herein provided.

20. The above restrictions shall not be construed to apply to any other property which Barnwill, Incorporated may now own or may hereafter acquire in the immediate vicinity of the property hereinabove described.