STATE FEE $ 1.00
CLERK FEE $ 3.50
PLAT $

DECLARATION OF RESTRICTIONS

THIS INDENTURE, made and entered into by and between COUNTRYSIDE ENTERPRISES, INC., a Kentucky corporation, party of the first part; and

ALL THOSE who may hereafter own any of the lots hereinafter described, parties of the second part.

W I T N E S S E T H

THAT WHEREAS, the party of the first part is the owner of all lots shown on the plat of MARYVILLE SUBDIVISION, SECTION "D-D", of record in Plat Book 5, Page 8, in the Office of the Clerk of the County Court of Bullitt County, Kentucky, being parts of the same property conveyed to the party of the first part by Deed dated February 2, 1971, and recorded in Deed Book 144, Page 97, in the aforesaid Clerk's Office; and

WHEREAS, the party of the first part desires to impose upon the above described lots the Restrictions hereinafter set out;

NOW THEREFORE, the party of the first part does hereby impose upon each lot in Maryville Subdivision, Section "D-D", as recorded in Plat Book 5, Page 8, in the said Clerk's Office, the following Restrictions, which are in addition to the easements and provisions which appear on the aforesaid plat of Maryville Subdivision, Section "D-D", aforesaid, to wit:

(1) Each lot above described shall be used for private, single family residence 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 (2) stories in height, and a private garage for not over two (2) cars on each such lot.

(2) The plans and specifications for each house and each garage or carport, and the type of exterior material, and the driveway entrance to the street, shall be approved in writing before the work is begun, by the party of the first part, or by anyone that it may authorize in writing.

(3) The ground floor area of a one-story or one and one-half story house shall be a minimum of 800 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. Square footage shall be measured by the exterior dimension of the main outside walls.

(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 2. Building setback lines on the recorded plat shall be observed as a minimum.

(5) Any fencing shall be of hedge or ornamental open type, and shall not extend nearer to the front line of the lot than the front wall of the residence nor nearer the side street on corner lots than the side building set back lines on corner lots. No fence, walls, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foilage line is maintained to prevent obstruction of sight lines to a height of ten (10) feet. The location and type of any fence shall be approved before work is begun, the same as the residence and garage under Paragraph 2 of the Restrictions.

(6) The plans, specifications, location, elevation, size, type of materials of any addition to or alterations of existing improvements, shall be approved in writing before the work is begun, the same as the residence and garage under Paragraph 2 of these Restrictions.

(7) No residence shall be erected or placed on any lot having an area of less than 6,000.00 square feet.

(8) No vehicle shall be regularly or habitually parked on any street, and every owner of a residence shall provide adequate off-street parking in driveway or garage.

(9) The easements shown on the recorded plat of Maryville Subdivision, Section "D-D", are reserved as perpetual easements for the purposes shown on said plat.

(10) No noxious or offensive activity 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.

(11) 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 weeds on unimproved lots.

(12) No chickens, ducks, geese, or other fowl and no swine, cattle, goats, horses, or other like animal or animals shall be kept on any lot. No animals are to be raised for commercial purposes on said property. No more than two (2) dogs shall be permitted on any lot, and the same must be confined by owner and not be permitted at large.

(13) 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 the present owners shall have the right to erect larger signs when advertising said property.

(14) 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 forty (40) years from the date 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 in part.

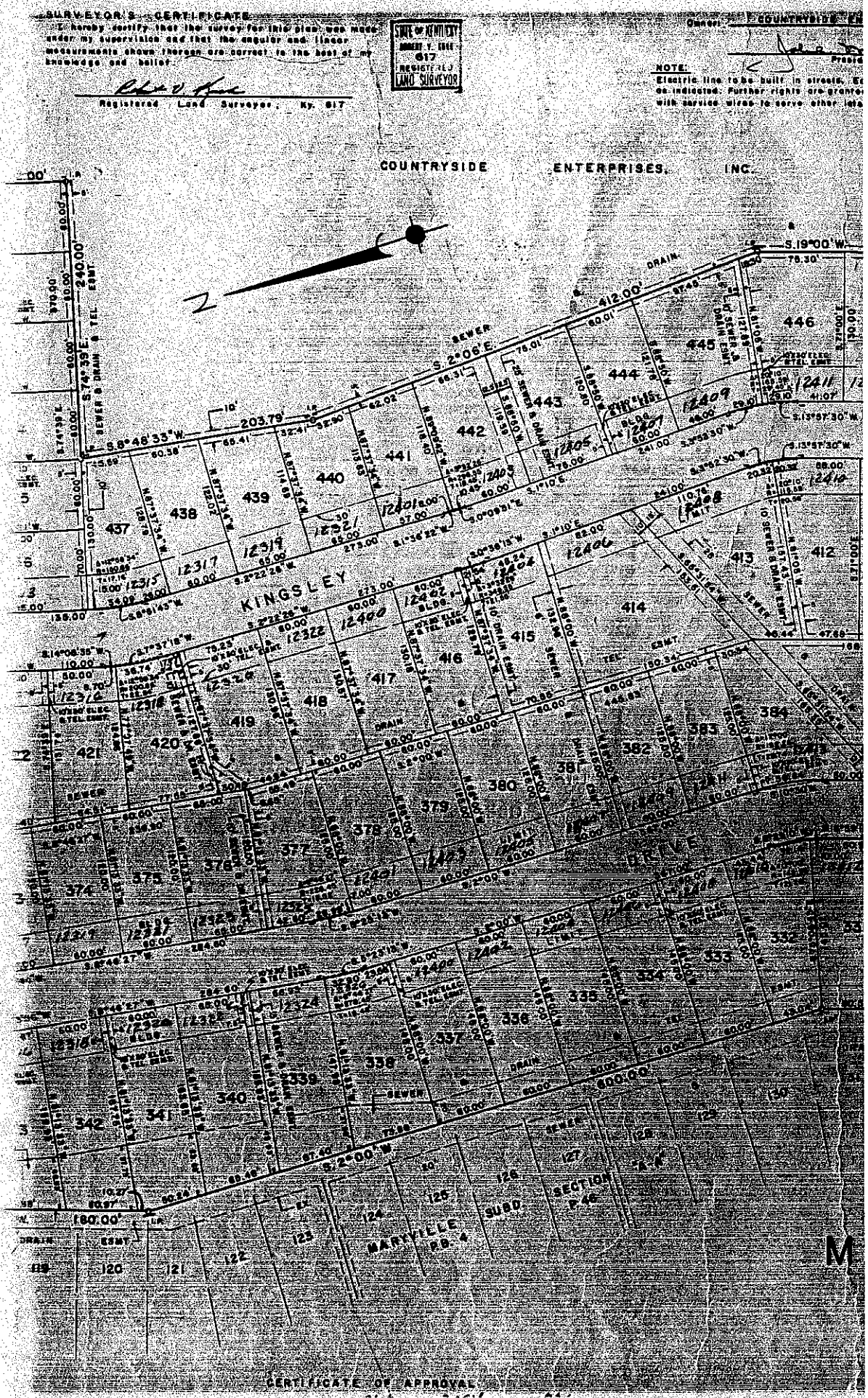
(15) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

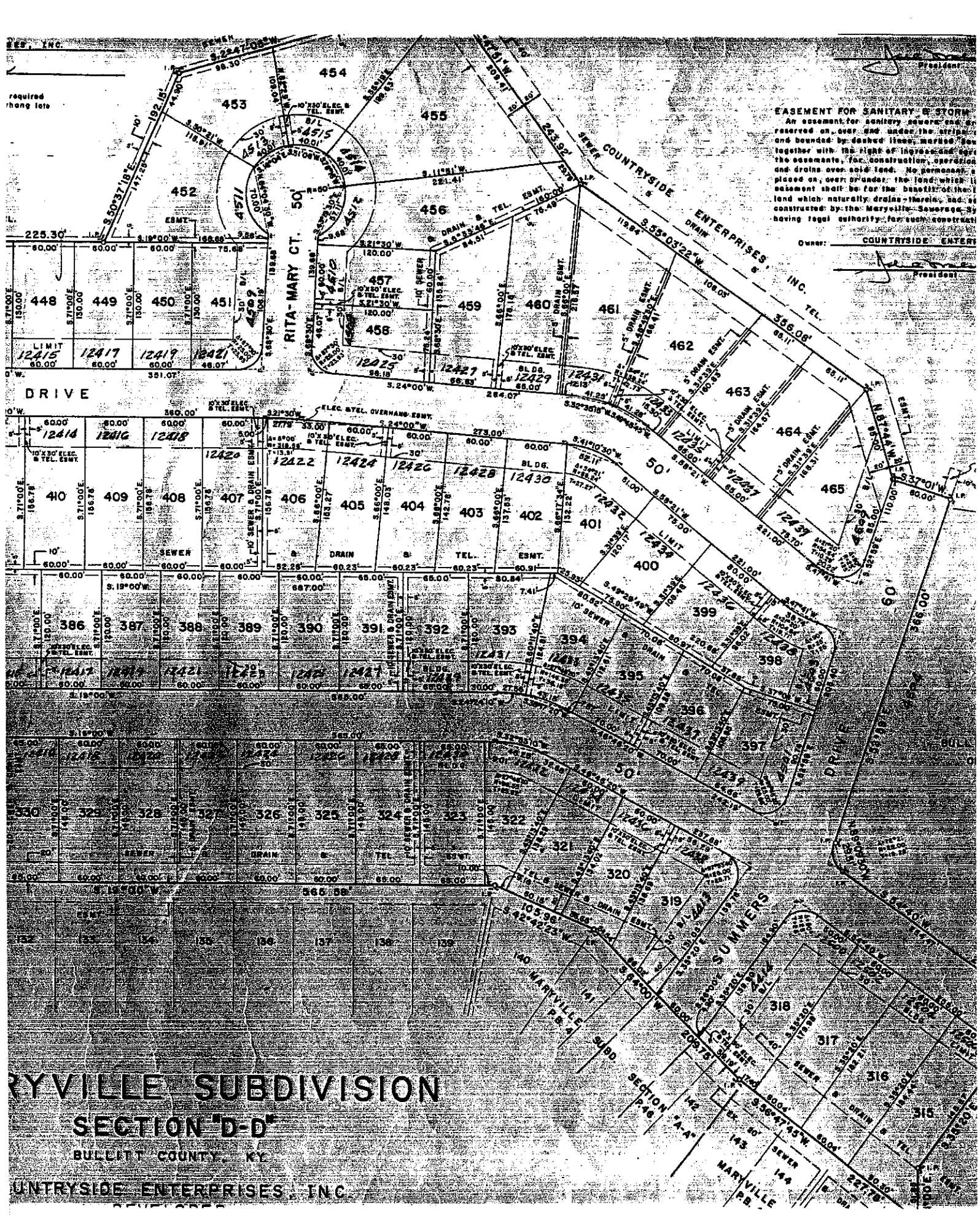
(16) Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

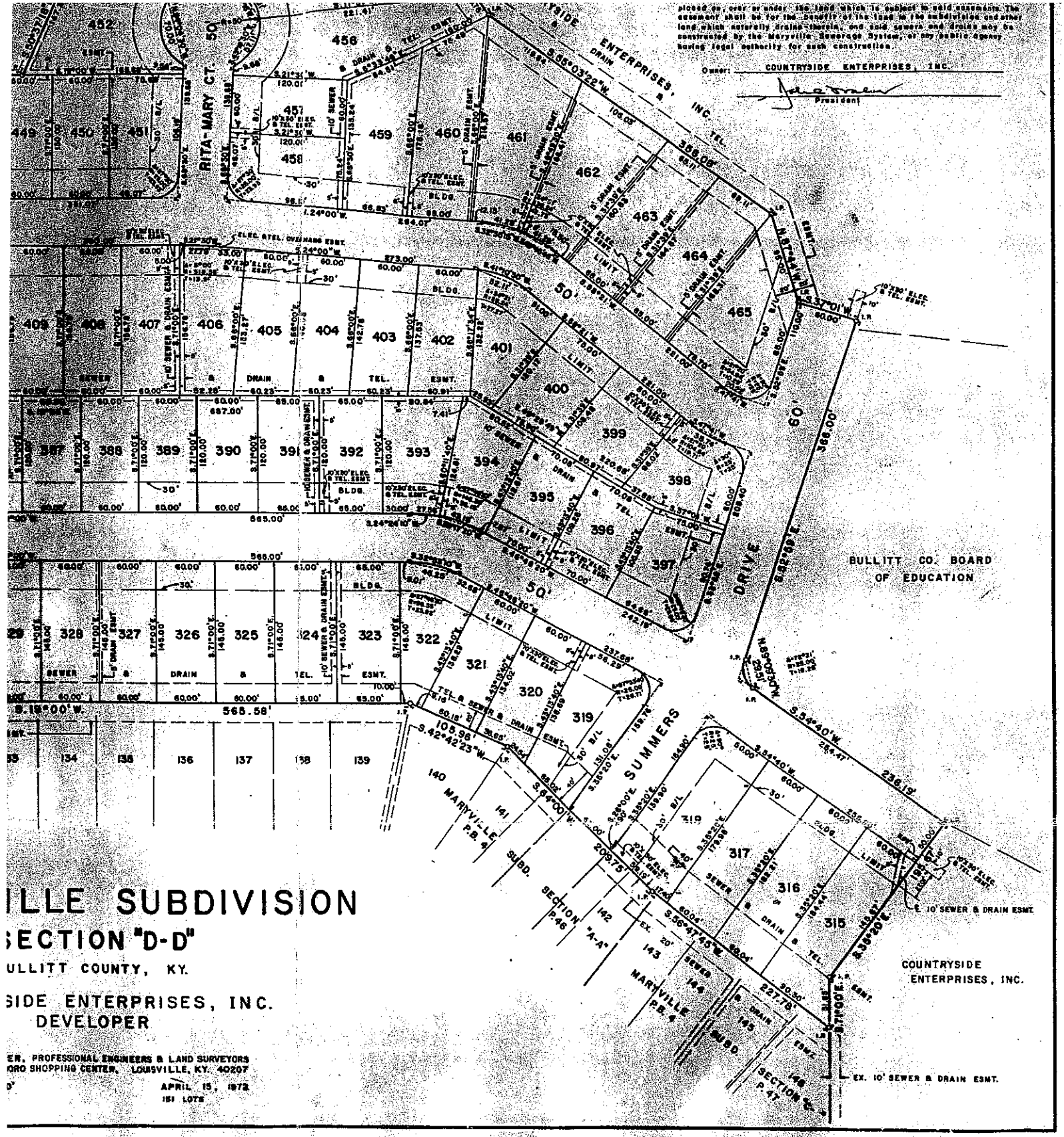
(17) If at any time there is no one authorized to make approvals under Paragraphs 2, 4, 5 and 6 of these Restrictions, or at any time, upon the request of the party of the first part, the owners of the lots in said subdivision shall elect a Committee of not less than three (3) of said lot owners to perform said function.

MAINTENANCE PROVISIONS

1. Commencing on the 1st day of September, 1974, and annually thereafter, on the first of each succeeding year, each lot hereinbefore described in Maryville Subdivision, Section "D-D", shall be subject to an annual maintenance charge of $20.00 per lot per annum, payable annually on the 1st day of September


SURVEYOR'S CERTIFICATE
I hereby certify that the survey for this plan was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief.
Registered Land Surveyor, Ky. 617
STATE OF KENTUCKY
ROBERT V. LEE
617
REGISTERED
LAND SURVEYOR
COUNTRYSIDE ENTERPRISES, INC.
NOTE:
Electric line to be built in streets, Ea
as indicated. Further rights are granted
with service wires to serve other lots
KINGSLEY
DRIVE
SECTION
P. 46
SUBD.
MARYELLE
P.B. 4
CERTIFICATE OF APPROVAL


EASEMENT FOR SANITARY & STORM
COUNTRYSIDE ENTERPRISES, INC.
RITA-MARY CT.
DRIVE
SUMMERS
MARYVILLE SUBDIVISION
SECTION "D-D"
BULLITT COUNTY, KY.
COUNTRYSIDE ENTERPRISES, INC.



ILLE SUBDIVISION

SECTION "D-D"

ULLITT COUNTY, KY.

SIDE ENTERPRISES, INC.
DEVELOPER

ER, PROFESSIONAL ENGINEERS & LAND SURVEYORS
ORO SHOPPING CENTER, LOUISVILLE, KY. 40207

APRIL 15, 1972

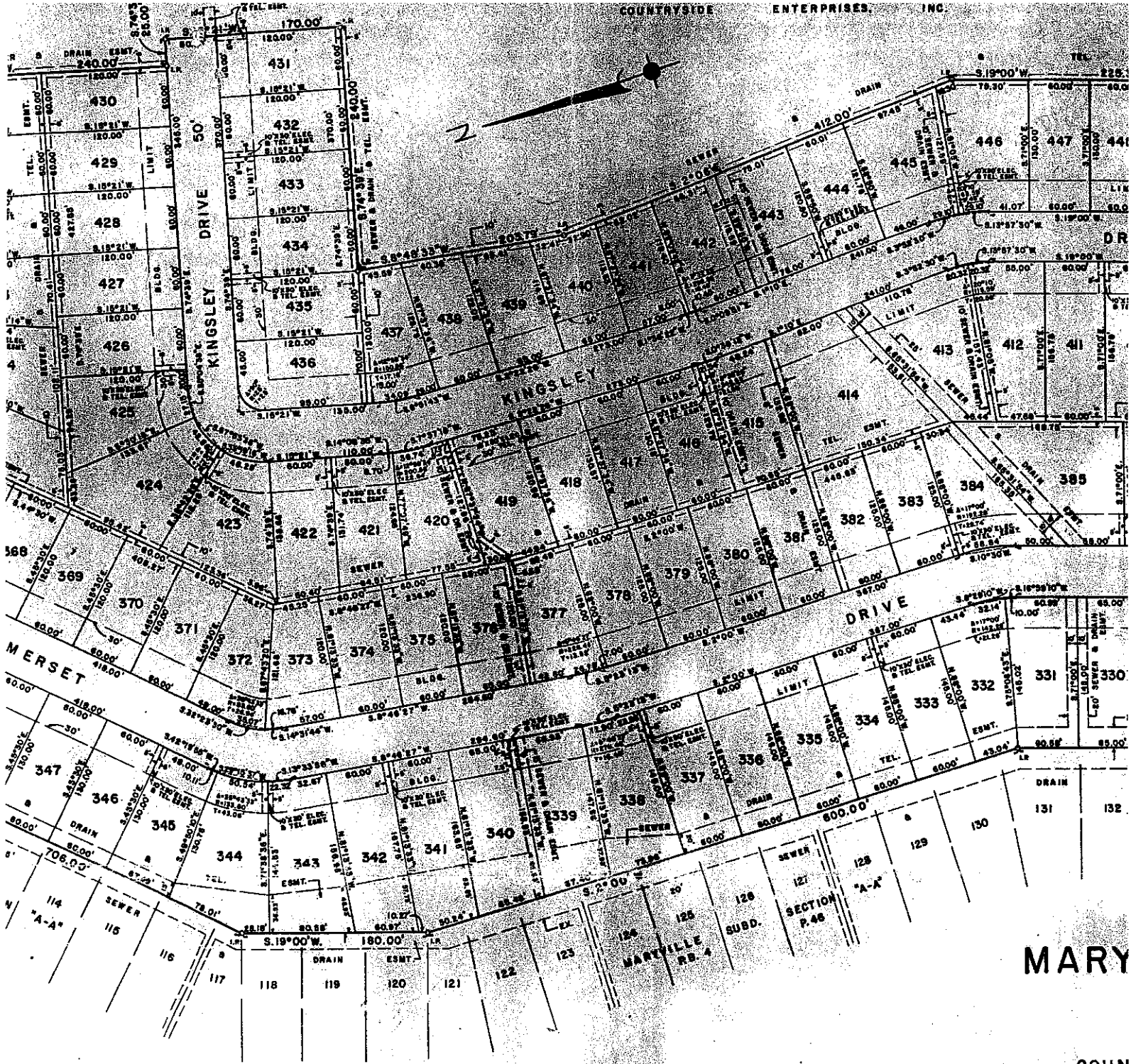
151 LOTS

STATE OF KENTUCKY }
COUNTY OF BULLITT } Sct

I, T. L. COOK, Clerk of the Bullitt County Court for the County and State aforesaid, certify that on ..... 19 ..... at ..... o'clock ..... M. the foregoing ..... was produced to me in my said office and lodged for record. Whereupon I have duly recorded the same in my office. Witness my hand this ..... day of ..... 19 .....

Clerk

By ..... D.C.



12-4-81

For Revision of Section DD

see slide 562

Nina Mooney Clerk

FOR DEED of Assignm
SEE DEED BOOK 24 PAG
NINA MOONEY, BULLIT
BY: N. Howlett