

DECLARATION OF REGULATIONS,

COVENANTS, CONDITIONS AND RESTRICTIONS  
*Phase 2*  
FOR KINGSWOOD, SECTION 3

**42870**

The undersigned, KINGSWOOD DEVELOPMENT, INC., a Kentucky Corporation, of 9201 Lena Lane, Louisville, Kentucky 40299, does this 2nd day of <sup>September</sup> August 2003, adopt the following Regulations, Covenants, Conditions and Restrictions for KINGSWOOD SUBDIVISION.

WITNESSETH: The undersigned being the owner of all the lots in KINGSWOOD SUBDIVISION, situated in Bullitt County, Kentucky do hereby adopt the following Regulations, Covenants, Conditions, and Restrictions, which Amended Regulations, Covenants, Conditions and Restrictions shall apply to all of the lots of KINGSWOOD SUBDIVISION as shown on the plat styled KINGSWOOD SUBDIVISION <sup>PLAT</sup> 2 <sup>675</sup> which plat is recorded in Plat Cabinet 2 Slide 676 in the office of the County Court Clerk of Bullitt County, Kentucky, as follows:

The parties hereto intending to establish a general plan for the use, occupancy and enjoyment of said KINGSWOOD SUBDIVISION hereby declare that for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions:

1. Type of Dwelling: Use.

Said real estate shall be used exclusively for single family, private dwelling house purposes and no such house shall be erected, placed or suffered to remain upon said premises being more than two stories in height, nor shall more than one (1) dwelling house be erected, placed, or suffered to remain upon any building plot, which plot has an area of less than the area as shown on the recorded plat. Driveways shall be constructed of concrete. Each home must have a two car attached garage with minimum of 1,800 square feet.

2. Setback Requirements.

Except as herein provided, no such house shall be erected, placed or suffered to remain upon said premises nearer than those prescribed by county zoning regulations.

3. The exterior walls of any dwelling shall be covered by a siding which has been approved by the parties hereto. Kingswood homeowners shall provide at their expense all postal boxes erected upon the premises which shall be uniform in size, color and ornamentation.

4. The construction work on any building shall be completed within one (1) year. Such work shall not be complete unless the building is finished in every respect in its interior and exterior including garage, concrete driveway, service walks, landscaping, etc.

5. Approval of Garage Required.

A detached garage may be erected to said property with permission and plan approval by developer. No detached garage shall exceed one (1) story, and shall be no greater than two (2) cars.

6. Minimum Dwelling Size.

No dwelling having a ground floor area (or living area; volume or content) of less than 1800 square feet shall be located on any lot, all multi-level dwellings shall have a minimum of 1,000 square feet on the first floor. All roofs shall be with a minimum 9/12 pitch roof line. Such dwelling shall have attached to its first floor area an attached garage.

7. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the parties hereto, their successors and assigns, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

8. Use of Front Lawn Area.

No portion of the within-described premises nearer to any highway than the building lines as hereinabove fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants or for statuary foundations and similar ornamentations for the purpose of beautifying said premises but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion of the premises and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere thereon. Lots are to be maintained (kept mowed at all times). If the developer has to mow a lot, the cost will be at the expense of the owner.

9. Accessory Buildings.

No barn, shed, shop or other outbuildings shall be erected, placed or suffered to remain upon the premises except private automobile garages subject to the herein set forth restrictions ( see 5 above) relative to such garages and except portable type storage buildings of not more than 144 square feet floor area and not more than 8 feet in height or except temporary warehouses, sheds, shops or other temporary buildings used in connection with improvements of the premises by installation of sewer or water lines, streets, sidewalks and other similar improvements or in connection with the erection of residences on the premises or used in connection with the construction of residences on any other premises in the vicinity. Temporary structures to be removed within 14 days of completion of residence.

10. No trailers or mobile homes or garages are to be used for living quarters.
11. No inoperable motor vehicles without a legal license shall remain on street or lot for more than seven (7) days.
12. No farm animals such as cows, horses, goats, hogs, sheep or like shall be raised, housed, fed, or bred upon said premises.
13. Type of Residence Restricted.  
No place of public entertainment, apartment house, flat, boarding house or building designated for the residence of more than one (1) family and no hotel, tavern, dance hall, or other resort shall be established, conducted, maintained or suffered to remain upon said premises.
14. Fence or Wall Restrictions.  
Fences may be allowed. Developer shall approve location and material prior to construction. No fence or wall herein permitted to be erected shall be more than five (5) feet in height. Ornamental fences shall be approved in situations involving inground pools.
15. Installation of Improvements.  
The parties hereto expressly reserve to and for themselves and their designee the sole and exclusive right to petition the proper authorities for any and all street improvements and without intending to limit the generality of the foregoing specifically to petition for grading, seeding, tree planting, sidewalks, paving, sewer and water installations, whether it be on the surface or sub-surface, which in the sole opinion of the parties hereto are necessary or desirable in the subdivision of which the premises hereby conveyed are a part; and the parties hereto agree to and do hereby consent to and affirm any agreements that may be entered into between the parties hereto or their designees and any public authorities with respect to the installation of said improvements; and the parties hereto hereby waive all notice with reference to said petitions and hereby consent to all other acts and things that may be necessary in the matter and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the parties hereto or their designee in regard thereto.
16. Grade of Land.  
The parties hereto also expressly reserve to and for themselves or their designee(s), the sole and exclusive right to establish grades, slopes, and swales on the land hereby conveyed and to fix the grade at which any dwelling shall be hereafter erected or placed hereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.
17. These restrictions shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision. Each lot shall be assessed and its owner or owners shall pay into a fund referred to as the "Kingswood Subdivision Homeowners" the sum of \$100 per year beginning on the 1st day of January, 2003, said fund shall include the maintenance of all retention basins in subdivision.
18. Developers reserve right to modify these restrictions on any lot not yet sold by it and to use any lot it owns for purposes of extending roadways to adjacent tracts. Any modification of these restrictions will not impair the value of any of the properties in the development.

19. Incorporation Into Deed.

The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described.

20. Severability.

Invalidation of any of these restrictions by judgment or court order shall in no way effect any of the provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the hand of the owner this day and year  
first herein written.

KINGSWOOD DEVELOPMENT, INC.  
A Kentucky Corporation

By: Richard E. Williams, Pres.  
RICHARD E. WILLIAMS  
PRESIDENT

STATE OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged and sworn to by Richard E. Williams as President of Kingswood Development, Inc., a Kentucky Corporation and owner herein, to be his true act and deed and the true act and deed said Corporation for the purposes therein stated.

Brandi R. Hudson

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

My commission expires: 5/25/07

*Richard E. Williams  
PO Box 676  
Stephens, KY 40165*

