

Restrictions and Protective Covenants Green Hill Acres

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1. Residential Lots. All lots in this subdivision shall be known and described and used only for residential purposes.

2. Construction of Buildings. The following states the minimum finished living area, exclusive of basements, porches, and attached garages, for various types of houses.

- a) One story dwelling shall have a minimum finished living area of 1650 square feet.
- b) Story and one-half dwellings shall have a minimum finished living area of 1200 square feet on the first floor and a minimum of 500 square feet on the upper floor.
- c) Split level dwellings shall have a minimum finished living area of 1650 square feet.

All residential structures shall have an attached garage. The subdivision developer will have complete architectural control.

5. Exterior Design. No complete structure shall have concrete blocks exposed on the exterior of said structure. All exposed exterior walls shall be constructed of brick or stone, aluminum, vinyl, wood, or some combination thereof.

4. Construction Time. The construction of any building shall be completed within one (1) year from the date of commencement.

5. Building Lines. No residence or other building structure shall be constructed nearer to the front property line than the building set-back line as shown on the recorded plat of this subdivision.

Property Care During Construction. Each lot owner shall be responsible to see that his respective builder or contractor exercise good erosion control practices during construction of any improvement and that said contractor and/or the owner of said lot shall finish grade, seed, and mulch the lot as soon as possible. Straw bales for run-off control during construction shall be used if necessary and all streets shall remain free of transported soil. Thereafter a good turf shall be established and maintained and each lot owner shall be responsible for maintenance of the drainage swales along his respective lot lines.

6. Easements. The strips of real estates of the width shown on the recorded plat and marked "easements" are hereby reserved for the use of any and all public utilities and for the installation of water, sewer main, surface water drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. There will be no structure or other improvements, planning or other material shall be erected or permitted to remain within the easements which may danger or interfere with the installation and maintenance of utilities. The maintenance of each easement of each lot shall be the continuous responsibility of the owner, as not to change the intended flow of the surface water within the easement as said direction of flow is set forth in a site plan for said subdivision filed and attached to these restrictions.

7. Lot Appearance. All lot owners must also keep their premises clean and free of weeds and other objectionable matter at all times. If a lot is not kept cut and maintained in a neat, orderly manner and free of weeds, the present owner and subdivider shall have the right to cut said grass and maintain the said lot in a proper manner free from weeds and said owner of lot shall be required to reimburse said present owner and subdivider for cutting and maintenance within ten (10) days from the date said owner is presented with a statement which shall be payable with ten percent (10%) interest per annum and attorney fees. When all lots in this subdivision are sold by the present subdivider the above said right shall pass to a majority of the then owners of lots in said subdivision.

8. Temporary Structures. No structures of temporary character, trailer, basement, tent shack, garage, barn or other out building shall be used on any lot in this subdivision or any part thereof at any time as a residence, either permanently or temporary. All structures shall be newly erected on the lots in the said subdivision, and no structure shall be moved onto any said lot.

9. Disposal of Waste. All owners shall keep their lots free of garbage, ashes, rubbish sewerage, bottles, cans, waste matter and other refuse. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a manner that is to avoid an unsightly appearance in the subdivision. All debris, garbage, trash, and other wastes accumulated by the owner or occupant of any lot within the subdivision shall be disposed of properly and kept in containers of sanitary condition that are used for this purpose.

10. Fire Arms. On any of the real estate included within said subdivision there shall be no discharge of fire arms, or hunting with fire arms or otherwise.

11. Any vehicle not in running order kept on property shall be in an enclosed garage. There will be no major vehicle repair on property.

12. Lot Dimension Changes. It is agreed and understood that the developer shall have the right to change, alter, adjust or re-adjust the dimensions of any lot that is owned by the developer in said subdivision.

13. Accepting of Deed. The acceptance of a deed of conveyance to any lot in this subdivision by any person shall be construed to be acceptance and an affirmation by such person of each and all covenants, conditions and restrictions set out herein, whether or not the same be set out or specified in conveyance.

14. Benefit and Enforcement. Each and all covenants, conditions and restrictions contained herein shall run in favor of all owners of said lots in this subdivision jointly and may be enforced by them or by any of them in court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of such restrictions shall be liable to the aggrieved party for reasonable attorney fees, which shall be fixed by the court hearing said matter. The owner of any said lots in this subdivision shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his property in the said subdivision.

15. Binding of Restrictions. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded. They shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots agrees to change said covenants in whole or in part. Owners of more than one (1) lot shall have one (1) vote for each.

16. Invalidation. Invalidation of any of the foregoing covenants or restrictions by judgement or order of a court shall in no way affect any of the other covenants, conditions or restrictions set out herein which shall remain in full force and effect.

17. Exceptions. Any exceptions to these foregoing covenants or restrictions can be made by the developer of said subdivision in writing, if he feels that the exception no way bears any hardship on the said lot owners.

ELIMINARY

green hill acres

CEMETERY RD. & GREENHILL RD. - WARREN CO., KY.

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