

RESTRICTIONS OF GRAND VILLA - OLDHAM COUNTY, KENTUCKY

McMahan Developers, Inc. as Developers, has filed in the Oldham County Clerk's Office a subdivision known as Grand Villa recorded in Plat Book _____, page _____ and hereby impose on all property shown on said plat the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the purchasers of lots in said development, their successors in title, their heirs and assigns, to wit:

1. All lots are subject to the easements for electrical, drainage, gas, water and telephone utilities as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or trim any trees within the easements that may interfere with the installation or operation of the utility lines. The easements shall be kept free of all obstructions, including permanent fences, shrubbery, and gardens.
2. All residences erected on lots in this subdivision must face the roads as shown on the plat. The location of a residence on a corner lot will be optional, but set back requirements from each road shall apply.
3. All lots shall be used exclusively for single family private residences. No more than one dwelling house designed for occupancy by a single family shall be erected on any one lot. No house trailers, basements, tents, garages or outbuildings or temporary structures shall be used as a residence on any site.
4. No residence shall be occupied until the exterior of the residence is fully completed in accordance with the plans and specifications as submitted and approved by the developer. All construction must be fully completed within 12 months after the foundation is in.
5. No lot shall be divided or diminished in size unless it shall be used with an adjacent lot for the purpose of constructing one residence thereon.
6. Residences erected on said lots shall contain the following minimum square feet of floor space.
 - a. One floor plan residence, 1600 square feet on the main floor, not including garage, breezeway or porches.
 - b. Two-story residence, 2200 square feet with a minimum of 1100 square feet on the main floor, not including garage, breezeway or porches.
 - c. One and one-half story residence, 2000 square feet with a minimum of 1400 on the main floor, not including garage, breezeway or porches.
 - d. Bi-level floor plan residence 1600 square feet on the main floor, not including garage, breezeway or porches.
 - e. Tri-level plan residence, 2200 square feet combined total of the three levels, not including garage, breezeway or porches.
 - f. No residence shall have a roof pitch of less than 6/12 (6" rise in one foot).
 - g. Restrictions in this article do not apply to the existing house on Lot #55.
7. All residences shall have at least a two car attached garage for storage of cars, boats, campers, lawn mowers and other vehicles. When an owner desires to have a garage not attached, the residence shall contain 25% more square feet than stated in article #6 and a 2 car garage is provided, free standing or in basement. No recreation vehicle or boats shall be parked closer to street than rear of home.
8. All residences erected shall have exterior walls of brick, stone, clapboard, vertical siding or approved plywood, vinyl siding or aluminum. Other materials shall first meet approval of the developer. Each residence shall be compatible with the overall development of the subdivision. Geodesic domes, underground homes, flat roofs, modular or sectional homes shall not be considered compatible to the intent of these restrictions and will not be permitted. No homes or outbuildings shall have any preused materials on the exterior except used brick. There shall be no home or building moved onto any site from other locations. Log homes may be approved subject to developer approving the design and location of lot.
9. Before any excavation or construction is begun, all plans for the residence and any outbuilding thereon must be submitted to and approved by the developer or its assigns who shall have the right to approve or disapprove any submitted plan. The approval, or disapproval, shall be in writing and made within 30 days of receipt by the developer.
10. The front of all residences, including all bays, porches, etc., shall be restricted to the building line that is shown on the plat. The side and rear building lines for each lot shall be a minimum of 20 feet from each side lot line and 20 feet from each rear lot line.
11. An outbuilding will be permitted on a site to properly house animals, boats, cars, and recreation equipment. No inoperable or unlicensed vehicles will be permitted to be stored on any site unless stored inside of a building. Any utilities to outbuilding must be underground.
12. All outbuildings shall be neat and attractive in appearance and have exterior walls of brick, stone, clapboard, vertical siding, approved plywood, vinyl siding or aluminum. Other materials shall first meet approval of the developer. No outbuildings shall have a flat roof. If an outbuilding has more than 120 square feet, the roof pitch shall be at least 6/12 (6" rise per foot). Outbuildings must be approved by the developer. No preused material shall be used on the exterior of any building except used brick. All outbuildings shall be built to the rear of back line of house.
13. All fences must be plank, picket, or wood rail. No fence shall exceed the height of 54 inches and shall be open construction. All fences must be approved by the developer.
14. No sheep, goats, swine, poultry, horses, cattle or other like animals shall be raised on any site. No pen or kennel for commercial purposes shall be allowed on any site.
15. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be kept in sanitary containers and said containers shall be kept in a clean, sanitary condition.
16. No signs or commercial advertising shall be permitted on any lot except for sale signs. Builders signs or bank signs may be used during initial construction. No commercial vehicle shall be housed or maintained on any site.
17. Building materials shall not be stored on a lot prior to construction for a period of more than sixty (60) days without permission of the developer.
18. The finished landscaping of lots is to be completed within one (1) year after the residence is occupied.
19. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
20. All construction shall be confined to the boundaries of the lot under construction, and the owner/or builder will be liable for damages to any other lot or road damaged outside his particular lot.
21. Each lot shall have a minimum culvert measuring fifteen (15) inches by twenty (20) feet to be located under the driveway serving that lot, to be installed by the owner at his expense, before construction begins. Each owner shall concrete or black top the driveway within 12 months after completion of a dwelling.
22. There shall be no privies or outside toilets.

- 23. The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.
- 24. All lots shall be properly cut and maintained. The developer reserves the right to approve or disapprove the general appearance and condition of any lot. All lots must be mowed at least twice per year. If an owner fails to mow his lot, the developer reserves the right to mow it and charge the owner \$50.00 per acre for mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is 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.
- 25. It is further understood and agreed that all lots in Grand Villa shall be assessed by the developer annually for maintenance in the sum of One Hundred Fifty Dollars (\$150.00) per lot, which sum shall be applied to the maintenance of the roads and right of way. The proceeds from said annual maintenance charge shall be expended at the discretion of the developer, its successors or assigns. The foregoing annual charge shall constitute a lien upon 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 further understood and agreed that after the developer has sold eighty per cent (80%) of the lots located in Grand Villa, and there has been a full and complete release of the construction performance bond, Oldham County may take the roads into the county road system. The Developer will do whatever is required by Oldham County to make any final maintenance or adjustment necessary to transfer the roads to the County, and any funds in the road account after that time become the property of the developer.
- 26. The annual maintenance fee shall be due and payable by Jan. 30 of each year, and prorated based on date of lot purchase. A late charge of \$15.00 will be added to all lots that are 30 days past due and \$30.00 for lots that are 60 days past due. All costs, including legal costs, of collection or enforcement of the provision herein shall be reimbursed to the developer or its successors or assigns by the lot owner.
- 27. Upon 80% of lots being sold and Oldham County has taken over the roads, owners of lots in Grand Villa shall form a Homeowners Association to conduct Homeowners Association business and shall consider continuing assessments to be used for maintenance purposes such as mowing, rights of way maintenance, subdivision entrances, fences, street lighting or anything the Homeowners Association may elect to do.
- 28. All lot owners who have paid the fees adopted by the Homeowners Association shall automatically become members of the Association and shall be entitled to one vote. The business of the Association shall be conducted by a Board of Directors who shall be elected from the general membership at annual membership meetings. Said Directors are to administer the collection of the fees herein described and expend them for subdivision maintenance and make an annual accounting to the membership of all funds collected and disbursed. The Association shall adopt By-Laws and conduct all business pursuant to the terms of said By-Laws.
- 29. The officers and directors of the Association shall be responsible to all lot owners for a proper accounting for all maintenance funds collected. It being understood, that unless otherwise provided in the By-Laws of the Association, the officers and directors of said Association shall have total discretion of the use of maintenance funds.
- 30. The Association, or the owner of any subdivision lot, 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 or order of any court shall not affect the other restrictions which remain in full force and effect as herein provided.
- 34. All the 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 his heirs, successors and assigns and shall be in full force and effect from the date

of the recording of the subdivision plat and shall apply to all lots. Any legal fees involved in enforcing any of these restrictions shall be the responsibility of the lot owner.

35. Any of the restrictions imposed herein may be altered or abolished by an agreement between McMahan Developers, Inc. and the owners of fifty-one (51%) percent of the lots in the subdivision, acknowledged and recorded as a Deed of Conveyance and such alteration or abolition shall thereafter be binding on all owners of the lots in the subdivision.

36. Developer, as referred to herein, shall mean McMahan Developers, Inc.

Witness the signature of McMahan Developers, Inc. by its Duly Authorized Officer on the _____ day of _____, 1992.

McMahan Developers, Inc.

By _____
Arvel E. McMahan, President

STATE OF KENTUCKY
COUNTY OF OLDHAM

The foregoing instrument was acknowledged before me on this _____ day of _____, 1992, by Arvel E. McMahan, President of McMahan Developers, Inc., A Kentucky Corporation, on behalf of said corporation.

My commission expires:

Notary Public, State at Large