

wall, antennae (except for standard small television antennae) include any building (including a garage or carport), fence, approval. Reference to "structure" in this paragraph shall person or association to whom Developer may assign the right of (b) Reference to "Developer" shall include any entity, Developer.

asphalt or concrete), shall have been approved in writing by the (iv) the location and size of the driveway (which shall be either exterior material (including delivery of a sample thereof); and (including rear, front and side elevations); (iii) the type of location of improvements on the lot; (ii) the grade elevation plans and building specifications and a plan showing the (i) erected, placed or altered on any lot until the construction (a) No structure or any addition made thereto may be

2. Approval of Construction and Landscape Plans.

garage or carport. family not to exceed two and one-half stories in height, and a detached single-family dwelling designed for the occupancy of one or permitted to remain on any of said lots other than one purposes only, and no structure shall be erected, altered, placed All lots shall be used for single-family residential

1. Primary Use Restrictions.

Christian County, Kentucky, Clerk's Office.

2, a plat of which is recorded in Plat Cabinet *11*, File *1107*, each purchaser of lots in said Cedar Creek, Unit No. 1, Section following restrictions, agreements and covenants which shall bind Cedar Creek, Unit No. 1, Section 2, impose and adopt the fol- the herein described real property, the owners and Developers of For the mutual benefit of present and future owners of

344

CEDAR CREEK, UNIT NO. 1, SECTION 2

OF

DECLARATION OF RESTRICTIONS

RECORDED IN
Map BOOK *11*

1-17-1992
Carl Dondiger

and microwave and other receivers and transmitters (including those currently called "satellite dishes").

3. ~~Building Materials; Roof; Lots; Construction~~

~~Completion.~~

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer, stone veneer, dryvit or equivalent, or siding with brick or dryvit foundation, or a combination of same.

(b) The roof pitch of any residential structure shall not be less than a plane of 5 inches vertical for every plane of 12 inches horizontal for structures with more than one story; and 12 inches vertical for every plane of 12 inches horizontal for one story structures; and a plane of 8 inches vertical for every plane of 12 inches horizontal for a one and one-half story residential structure.

(c) No building shall be located on less than one lot as lots are defined on said plat. In the event a residence is located on more than one lot, the new lot formed by the composition of two or more adjacent lots, or parts of same, shall carry the same restrictions as though said composite lot was one lot.

(d) All houses shall be completed within 6 months from the start of construction, and no house is to be occupied until finished.

4. ~~Garages; Carports.~~

(a) All single-family dwellings shall have at least a single car carport or single car garage with a minimum width of 12 feet unless otherwise approved in writing by Developer.

(b) All primary garages and carports must be attached to the structure/residence by a common wall or roof.

5. ~~Setbacks.~~

No structure shall be located on any lot nearer to the

"drainage easements", existing draining swales within the building setback line along any street within the subdivision, and natural drains, shall be properly maintained continuously by each individual lot owner for the benefit of all lot owners. No permanent structure of any kind shall be placed over said

(b) All easements "utility and drainage easements", become an annoyance or nuisance to the neighborhood. conducted on any lot, nor shall anything be done which may be or (a) No noxious or offensive trade or activity shall be

7. Nuisances, Waterflow.

open porches are not included in computing floor areas.

(e) Finished basement areas, garages, carports and

be a minimum of 700 square feet, exclusive of the garage/carport.

(d) The ground floor area of a two story house shall

a minimum of 1,200 square feet, exclusive of the garage/carport.

(c) The total floor area of a tri-level house shall be

garage/carport.

house shall be a minimum of 700 square feet, exclusive of the

(b) The ground floor area of a one and one-half story

be a minimum of 950 square feet, exclusive of the garage/carport.

(a) The ground floor area of a one story house shall

homes to be constructed after this instrument is recorded:

The following shall be the minimum floor areas for

6. Minimum Floor Areas.

than 5 feet from any side property line.

shall not be closer than 25 feet to rear property line or closer

conflict with applicable zoning regulations; the main residence

established building lines, in its sole discretion, where not in

into said areas, not more than 6 feet. Developer may vary the

steps may project into said areas, and open porches may project

setback lines shown on the recorded plat, except bay windows and

front lot line or the side street line than the minimum building

twenty-four hours in any one calendar year. parked in any street in the subdivision for a period in excess of boat, truck, or other vehicle, except an automobile, shall be garage/carpport) or any street in the subdivision. No trailer, nally or repeatedly parked or kept on any lot (except in the or carpport. No automobile which is inoperable shall be habit- parked or kept on any lot at any time unless housed in a garage (e) No trailer, truck, or commercial vehicle shall be

the front of the home erected on the lot. proportions, as the exterior finish material or materials used on exterior finish material or combination of materials, in equal structure facing the street shall be constructed of the same as the home constructed on that lot, and the side of any such outbuildings placed on any lot shall be and remain the same color (d) Any additional detached garages, carpports and

placed or otherwise constructed on any lot. no trailers, tents, shacks, barns or similar structures erected, (c) Except as stated otherwise herein, there shall be

temporarily or permanently. erected on a lot shall at any time be used as a residence, garage, carpport, barn or structure other than the main residence, (b) No outbuilding, trailer, basement, tent, shack,

construction or development is completed. used by a builder or Developer, which shall be removed when permitted on any lot except temporary tool sheds or field offices (a) No structure of a temporary character shall be

8. Use of Other Structures and Vehicles.

erosion within the existing swale. swales, or alter the established swale slope ratios, or create the flow of surface water through the drainage easements or or changed by any person so as to interfere, obstruct or retard existing contours of any swales or the detention basin be altered drainage easements, swales, or natural drains, nor shall the

(b) Upon an owner's failure to comply with the provisions of this Paragraph 10, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(a) Each lot owner shall concrete or asphalt the driveway within three months after completion of a single-family dwelling.

10. Landscaping; Sidewalks; Driveways; Trees.

be confined to the lot occupied by the owner of such pet. All household pets, including dogs and cats, shall at all times kept, bred or maintained for any commercial or breeding purposes. (area) may be kept with the maximum of two, provided they are not traditionally recognized as household pets in this geographic dogs, cats or other household pets (meaning the domestic pets any kind shall be raised, bred or kept on any lot, except that No animals, including reptiles, livestock or poultry of

9. Animals.

larger trucks, and boat trailers. limited to, semi-trucks, large vacation vehicles, two-ton or The vehicles referred to in this section include, but are not regularly recurring basis in the drives, front yards, or street. feet in height or longer than twenty feet on a permanent or park, large vehicles or vehicles and trailers which total over 8 (g) The owners will not park, nor permit others to

(f) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

and the owner shall, immediately upon demand, reimburse Developer including mowing, in order to make the lot neat and attractive, then Developer may take such action as he deems appropriate, and attractive in appearance. Should any owner fail to do so, the lot free from weeds and trash, and to keep it otherwise neat each lot owner to keep the grass on the lot properly cut, to keep family residence on a lot is started, it shall be the duty of (b) From and after the date construction of a single-

construction of a single-family residence is started. such maintenance, including overhead and supervision costs, until be assessed an annual fee equal to Developer's actual cost of owner acquires title to a lot; thereafter, each lot owner shall per month for the first three years following the date the lot assessed an annual fee payable in January at the rate of \$8.00 lot, including but not limited to mowing. Each owner shall be shall have the exclusive right to perform all maintenance on the construction of a single-family residence is started, Developer (a) From and after the date of purchase of a lot until

13. Duty to Maintain Lot.

utility and drainage easements herein reserved. in height and the fence does not interfere with the use of the exceed 4 feet in height and a wood fence does not exceed 7 feet the rear of dwelling) so long as a chain link fence does not constructed in the rear or back yard (portion of lot located to struced in the front or side yards of any lot. Fences may be height to be used for decorative purposes only, shall be con- No fence, except a wood fence less than 33 inches in

12. Fences and Walls.

mail in designated areas. or right-of-way. Developer shall construct cluster boxes for No mailbox or paper holder shall be placed on any lot

11. Mail Boxes and Paper Boxes.

349

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than 6 square feet and shall

16. Signs.

to in writing by Developer.
or upon such additional period of time as may be expressly agreed said use terminates within 18 months from completion of the house model home for display or for the builder's own office provided paragraph 2, a new house may be used by a builder thereof as a neighborhood. Notwithstanding the provisions hereof or of done thereon which may become an annoyance or nuisance to the endeavors) shall be conducted on any lot, nor shall anything be medicine, dentistry, chiroprody, osteopathy and other like No trade or business of any kind (and no practice of

15. ~~Business; Home Occupations.~~

prior to the casualty.
substantially restore it to its apparent condition immediately promptly rebuild or repair such residence in a manner which will destroyed by fire, then owner shall, with all due diligence, (b) If any portion of a residence is damaged or initial construction, excepting only normal wear and tear.

(a) Each owner of a lot shall, at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its

14. ~~Duty to Repair and Rebuild.~~

such lien shall be subordinate to any first mortgage thereon. foreclosure against that lot and the improvements thereon, but the repayment of such amounts. Such lien may be enforced by have a lien on that lot and the improvements thereon to secure together with allowable statutory interest, and Developer shall or other performing party for all expenses incurred in so doing,

installed, shall determine the exact location of said easements. Electric's termination points. Electric service lines, as operate and maintain electric service lines to Pennylle Rural ingress and egress over abutting lots or properties to install, reserved to each property owner, together with the right to (b) Appropriate easements are hereby dedicated and

said service line is located. thereof shall be borne by the respective lot owner upon which shall remain in and the cost of installation and maintenance delivery to customer's building; and title to the service lines from Pennylle Rural Electric Cooperative Corporation's point of lines shall be underground throughout the length of service line (a) Each property owner's electric utility service

19. Underground Utility Service.

shall not be kept except in sanitary containers. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste

18. Disposal of Trash.

plumbing code requirements. made with watertight joints in accordance with all applicable the sanitary sewerage system. Connections on each lot shall be drains, roof downspouts or ground water shall be introduced into drainage plans of Developer for the subdivision. No storm water Drainage of each lot shall conform to the general

17. Drainage.

allowed by applicable zoning regulations. prohibit placement of occupant name signs and lot numbers as name of the purchaser of that lot. This restriction shall not lowering the sale of a lot, place signs on such lot indicating the on lots designating the lot number of the lots, and (iii) fol- larger signs when advertising the subdivision, (ii) place signs provided, however, Developer shall have the right to (i) erect not project more than 3 feet vertically from ground level;

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Cedar Creek, Unit No. 1, Section 2, or by Developer, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages.

21. Enforcement.

restrictions. of the violation, or the right to seek enforcement of these proceed for restraint of violations, shall not be deemed a waiver insist upon observance of any of these restrictions, or to subject to these restrictions. Failure of any owner to demand or time by the affirmative action of the owners of 75% of lots These restrictions may be cancelled, altered or amended at any to change these restrictions and covenants in whole or in part. all lots subject to these restrictions has been recorded agreeing signed by a majority of the then owners of the front footage of cally for successive periods of 10 years, unless an instrument is recorded, after which time they shall be extended automatically under them for a period of 30 years from the date this document run with the land and shall be binding on all parties claiming sions of this paragraph, these covenants and restrictions are to Unless cancelled, altered or amended under the provi-

20. Restrictions Run With Land.

may be installed at appropriate points in any electric easement.

(d) Above ground electric transmitters and pedestals

Central Bell Telephone company.

the express written consent of Pennyrite Rural Electric and South vation thereof shall be made by any person or lot owner without and no encroachment therein and no change in the grade or elevation shall be maintained and preserved in their present condition (c) The electric and telephone easements shown on the

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.

WITNESS the signatures of Developer and Owners of the aforementioned real property this 9th day of APRIL, 1992.

Earl E. Sandifer
Earl E. Sandifer,
Developer and owner

Velda R. Sandifer
Velda R. Sandifer, owner

COMMONWEALTH OF KENTUCKY)
) SCT.)
COUNTY OF CHRISTIAN)

The foregoing instrument was acknowledged before me by Earl E. Sandifer and Velda R. Sandifer, his wife, to be their free act and deed, this 9th day of APRIL, 1992.

My commission expires: May 30, 1995

Karen B. Turner
Notary Public



Prepared by:
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P. O. Box 1107
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STATE OF KENTUCKY, CHRISTIAN COUNTY . . . SCT.

I, Elwanda D. Kennedy, Christian County Clerk, do hereby certify that the foregoing Restrictions of Cedar Creek, Unit #1, Section #2

was this day produced to me in my office, with the foregoing certificate of acknowledgement thereon endorsed. 9:23 AM filed, Whereupon the same was, this day at o'clock AM, ordered to record, indexed and with the foregoing and this certificate has been duly recorded in my office. This April 10, 1992.

Elwanda D. Kennedy
Clerk