

Restrictions of Elmcrest Village Subdivision Eminence, Kentucky

It is expressly understood and agreed that lots in Elmcrest Village Subdivision are sold subject to the following restrictions and conditions which are to be covenants running with the land, to wit:

Easements - Reference to Plat

1. All lots are subject to easements for electrical drainage, gas, water, telephone and other utilities as shown on the plat for Elmcrest Village Subdivision with the right of ingress and egress and with the right to cut or trim any trees within the easement that may interfere with the installation or operation of any utilities. The easements shall be kept free of all obstruction, including permanent fences, trees, shrubbery or any other material that may interfere with the easement.

Requirements for Residences and Outbuildings

2. 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, RVs, basements, tents, garage, outbuildings or temporary structures shall be used as a residence on any site.
3. All residences must face the streets as shown in the plat. Residences facing more than one street shall face that street designated by the Homeowner Association (HOA). Residences facing more than one street shall conform to the set back requirements of each street.
4. All construction must be completed within 12 months of start of construction. No residence shall be occupied until the exterior of the residence is fully completed nor shall it be occupied until all sidewalks required to be installed by the lot owner are completed and certificate of occupancy is obtained.
5. The finished living space shall be exclusive of open or screened in porches, garages and basements. The minimum square footage of one-and-a-half story home shall be 1,700 square feet with at least 1,100 square feet on the main floor. The minimum square footage for a two-story house shall be 2,000 square feet. No home shall exceed 2 1/2 stories. All homes must have at least a one-car garage. Residences erected on lots shall contain the following minimum square foot of floor space:

1. 1200	16. 1250	46. 1300	68. 1200
2. 1000	17. 1200	47. 1200	69. 1200
3. 1200	18. RESERVE	48. 1200	70. 1200
4. 1300	19. 1250	49. 1200	71. 1200
5. 1300	20. 1100	50. 1200	72. 1100
6. 1200	21. 1200	51. 1200	73. 1100
7. 1000	22. 1200	52. 1100	74. 1100
8. 1000	23. 1200	53. 1100	75. 1100
9. 1000	24. 1100	61. 1000	76. 1000
10. 1000	25. 1100	62. 1100	82. 1200
11. 1000	26. 1100	63. 1100	83. 1100
12. 1100	27. 1100	64. 1100	84. 1100
13. 1250	28. 1100	65. 1200	85. 1100
14. 1200	29. 1200	66. 1300	86. 1100
15. 1300	45. 1250	67. 1300	

6. All residences erected shall have exterior walls of brick, brick veneer, stone or stone veneer, vertical siding, or vinyl siding. The facades of all houses shall be of brick, brick veneer, stone, James Hardie siding, board and batten siding, or like material. Each residence shall be compatible with the overall development of that subdivision.
7. All driveways are to be of a concrete construction. This requirement must be completed prior to the residence being occupied.
8. 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 lot line with a total of 18 feet, rear lot line to be a minimum of 25 feet.
9. Before any excavation or construction is begun, all plans for the residence and outbuilding thereon must be submitted to and approved by the HOA or their assigns who shall have the right to approve or disapprove all submitted plans. The approval or disapproval shall be in writing.
10. 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.
11. All outbuildings shall be neat and attractive in appearance and similar in design to the residence. If constructed of concrete block, they must be veneered with brick, vinyl siding, stone, wood or combination thereof. Outbuildings must be approved by the HOA.

Lot Use & Maintenance

12. None of said lots shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one dwelling thereon.
13. All fences proposed must be approved by the HOA. No fences are permitted in the front yard. All such fences must be of plank, picket or wood rail and may not exceed 72" in height. Fences must be maintained to the standard of the original construction.
14. No cattle, horses, swine, poultry or other like animals shall be raised on any site. No pen or kennel shall be allowed on any site.
15. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garage and other waste shall be kept in a clean, sanitary condition.
16. No sign for commercial advertising shall be permitted on any lot other than for sale of residence or the lot itself.
17. Pertaining to yard sales/garage sales, only one is allowed per lot per year, aside from the annual community yard sale.
18. Building materials shall not be stored on a lot prior to construction for a period of more than sixty (60) days.
19. The finished landscaping of lots is to be completed within six (6) months after the residence is occupied.
20. 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.
21. No lot shall be used for a passageway leading from the road to any adjoining property.
22. All lots shall be properly cut and maintained. The HOA reserves the right to approve or disapprove the general appearance and condition of any lot. All vacant lots must be mowed at least twice per year. If an owner fails to mow their lot, the HOA reserves the right to mow same and charge the owner per lot 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.
23. No street parking shall be permitted except in case of emergency or a social gathering. In event of a social gathering, on street parking is permitted for a reasonable period of time so long as it does not block the street or driveways nor occupy any grass or landscaped area.

- 24.No antenna, microwave or other receivers or transmitters (including those currently called "satellite dishes") shall be placed on the front of any house or on the front of any lot.
- 25.All mailboxes shall match visual appeal that is standard of the subdivision.
- 26.Any pool to be constructed must be first approved, in writing, by the HOA. HOA reserves the right to ensure the aesthetic quality of any pool and any such pool's potential impact on any other owner's view and/or property value. No pool shall be located on the side yards or front of a house. Pools must be properly maintained and kept to a clean and usable standard. All fencing/decking used for a pool must meet any and all federal, state, and local codes/laws for the size of the fence and must meet all insurance requirements at all times even if they should change from initial construction. All pool fence/deck enclosures shall first be approved by HOA, in writing, to ensure aesthetic quality of the materials used. HOA reserves the right to decline any fence/deck which does not meet the overall standards of the subdivision.

Additional Restrictions For Lots 30-44 (Woods of Elmcrest)

- 27.The minimum square footage of single floor (ranch) homes constructed shall be 1,500 square feet, and the finished living space shall be exclusive of open or screened in porches, garages and basements. The minimum square footage of one-and-a-half story home shall be 2,000 square feet with at least 1,200 square feet on the main floor. The minimum square footage for a two- story house shall be 2,200 square feet. No home shall exceed 2 1/2 stories. All homes must have at least a two-car garage.
- 28.The exterior building materials of all structures shall consist of the entire home being either brick, stone, brick veneer, stone veneer, James Hardie siding, board and batten siding, or like material. Each residence shall be compatible with the overall development of that subdivision.
- 29.Any detached structure, including but not limited to, detached garages, must be constructed with the same identical materials as the residence including exterior materials such as brick, stone veneer, James Hardie siding, board and batten siding, or like material. This restriction covers any detached structure including storage shed. Brick, stone veneer, or other material must be the same type/color as the residence.
- 30.No satellite dishes/special radiotelephone- transmitting antenna may be constructed or placed on any lot without the prior written consent of the HOA or their authorized representative. Principal concerns are with

regard to location, aesthetic and effective measures to screen such equipment from public view and safety. The maximum size satellite dish allowed shall be 30" in diameter. No tennis court shall be erected on any lot. No solar unit may be visible from the street of the subdivision.

31. Any pool to be constructed must be of in-ground nature (above-ground pools are not permitted), and must be first approved, in writing, by the HOA. HOA reserves the right to ensure the aesthetic quality of any pool and any such pool's potential impact on any other owner's view and/or property value. No pool shall be located on the side yards or front of a house. Pools must be properly maintained and kept to a clean and usable standard. All fencing used for an in-ground pool must meet any and all federal, state, and local codes/laws for the size of the fence and must meet all insurance requirements at all times even if they should change from initial construction. All pool fence enclosures shall first be approved by HOA, in writing, to ensure aesthetic quality of the materials used. HOA reserves the right to decline any fence which does not meet the overall standards of the subdivision.

Nature of Restrictive Covenants, Amendments, and Related Matters

32. Any of the restrictions imposed herein may be altered or abolished by an agreement between the owners of fifty-one (51) percent of the lots in the subdivision, whether owned by the developer or others, acknowledged and recorded as Amended Restrictions. Such alteration or abolition shall thereafter be binding on all owners of the subdivision.
33. Restrictions pertaining to "The Woods of Elmcrest" may be altered or abolished by fifty-one (51) percent of owners of lots 30-44 only.
34. These restrictions may be enforced by the HOA, their successors or assigns, or any lot owners; provided, however, that failure to promptly enforce any of the restrictions contained herein or as shown on the plat shall not be deemed a waiver or the right to enforce thereafter and the invalidation of any of the covenants or restrictions contained herein shall in no way effect any of the other restrictions and covenants which shall remain in full force and effect.
35. The HOA shall not be personally liable to the owners for any mistake or judgment or for any other act or omission of any nature while acting in their official capacity.
36. Anything existing prior to these covenants being adopted shall be "grandfathered in" and will not be expected to change to adhere to these restrictions.

37. There shall be imposed annually upon each lot a mandatory fee for maintenance of common areas and landscaping. The fee per lot shall be determined by the board of the HOA. The collection and use of the fees shall be by the board of the HOA. Every owner of a lot in Elmcrest Village, shall be a member of the Association, and automatically by acceptance of a deed for any lots agrees to accept membership in, and does thereby become a member of the Association. This organization shall administer the costs for the landscaping and general beautification and maintenance of the common areas and right-of-ways. It is understood that all such assessments or mandatory fees shall be used for the landscaped entrance to the subdivision as well as all other right-of-ways and common areas in Elmcrest Village regardless of the phase. Members shall pay any fees or assessments as are established. Members of the Association shall have one vote per lot as shown on the recorded plat to the subdivision, provided however, that such vote is subject to any limitations and rules as established by the Association. In the event any lot may be owned by the more than one person or entity, each person or entity shall be entitled to a prorated fraction of the one vote to which each lot is entitled.
38. These covenants are to run with the land and shall be binding on all parties hereto, their heirs, assigns, and successors and to each purchaser, his heirs, successors and assigns and shall be in full force and effect for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.
39. Enforcement shall be by proceedings in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
40. 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.