

map no. 7 PART 412

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RESTRICTIONS AND COVENANTS FOR
CANEWOOD SUBDIVISION, UNIT 1-A, SECTION 1

WHEREAS, CANEWOOD, INC., a Kentucky corporation (hereinafter "Developer") is the Developer, and DON K. POOLE is the owner ("Owner") of Unit 1-A, Section 1 of the Canewood Subdivision in Scott County, Kentucky (the "Unit"), as shown on plat thereof of record in Plat Slide 1301 in the Scott County Clerk's Office (the "Record Plat"), and Owner and Developer desire to establish covenants and restrictions applicable to the lots within the Unit to maintain standards as to the use and occupancy of the Unit, and to accomplish related purposes;

NOW, THEREFORE, Owner and Developer hereby establish the following covenants and restrictions as to the use and occupancy of all the lots in the Unit:

1. Approval of Construction Plans: No construction activity of any kind, including excavation or lot clearing, shall begin until Developer has given written approval of the construction plans. Additionally, no building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until detailed construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type and color of exterior material and the driveway shall have been approved in writing by Developer. No fence, hedge, barrier or wall of any nature may extend toward the front or street side property line beyond the rear wall of the residence unless approved by Developer. Fences, barriers and walls shall comply with all governmental regulations, and be approved by Developer in writing prior to commencement of their construction. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. Anyone cutting into or damaging in any manner the streets, sidewalks or roads serving the Unit, and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, street, sidewalk, or road to its original condition, all at such person's own risk and expense. This section shall not be construed as a grant of permission or consent by Developer and shall not create any liability for Developer.

2. Primary Permanent Residential Structure Construction Plans:

(a) Plans submitted for approval to Developer shall be one-fourth (1/4) inch equals one (1) foot scale. Plans shall include a lot plan and driveway location. The construction plans shall include front, side and rear elevations.

(b) All roof pitches shall be a minimum ratio of six (6) feet of rise to twelve (12) feet of run (6/12) ^{min.}

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(c) The following are required minimum square footages for the primary permanent residential structure:

(1) Two (2) story homes - minimum 900 square feet on the first floor, with a total minimum of 1800 square feet.

(2) Ranch-style homes - a total minimum of 1500 square feet.

(3) One and one-half (1-1/2) story homes - minimum 1000 square feet on the first floor, with a total minimum of 1600 square feet.

(4) All others - a total minimum of 1800 square feet.

(d) In computing total square footage, finished basements, garages and open porches shall not be included.

3. Appurtenances, Improvements and Other Permanent Structures: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, tennis courts and basketball goals. No exterior alterations of any existing building may be permitted without the prior written approval of Developer. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

(a) Garages - Each house shall have a two-car attached or basement garage. Garages are to be given the same architectural treatment and are to be constructed of the same materials as the main structure.

(b) Driveways and Sidewalks - All driveway areas must be concrete, blacktop or brick. Each lot owner agrees to maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall concrete, blacktop or brick the driveway upon completion of the residence.

(c) Swimming Pools - All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No construction of swimming pools shall be commenced until approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction, nor shall there be an increase in drainage to other properties during such construction.

No lighting of a pool or other recreation area will be installed without the prior written approval of Developer. If

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allowed, such lighting will be of a recreational nature so as to buffer the surrounding residences from such lighting.

(d) Tennis Courts - No tennis courts shall be constructed without prior written approval of Developer. Any tennis court approved by Developer shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to Developer for approval. There shall be no increase in drainage to other properties as a result of construction or during the construction of the tennis court.

No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

(e) Basketball Goals - No basketball goal shall be erected without the prior written approval of Developer. No basketball goal shall be erected in common areas.

(f) Fences - Fences on individual lots (with the exception of fences enclosing tennis courts) shall be a maximum height of forty-two inches (42"). No fence shall extend toward the front or street-side property lines beyond the rear wall of the residence except as approved by Developer in writing. All fences in the rear yard must be either wood picket or brick unless owner has obtained Developer's approval for another material. There shall be no chain link fencing permitted on any lot. All fencing plans must be submitted for approval to Developer in advance of construction. All plans must include a lot plan depicting the location and a diagram and/or picture describing the fence and fencing material.

(g) Mailboxes - All mailboxes shall be of uniform architectural design as determined by Developer.

(h) Satellite Dishes, etc. - No satellite dishes exceeding 36" in diameter or 48" in height shall be erected on any lot; any satellite dishes installed must be screened, and plans must be approved by the Developer prior to installation. No television tower, receiving tower or radio tower may be erected or placed on any lot.

(i) Clotheslines - No outside clothesline shall be erected or placed on any lot.

(j) Signs -- No signs of any kind shall be displayed on any lot, with the exception of house numbers and name plates of standard sizes as determined by Developer, for Sale or Rent signs (which shall not be greater in size than nine (9) square feet), and signs deemed acceptable or necessary by Developer.

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(k) Temporary Structures - No temporary building or structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or Developer; any such sheds or offices shall be removed when the construction or development has been completed.

(l) Lighting - No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot if such light is found to be objectionable by Developer. Upon being given notice by Developer that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

4. Landscaping During Construction: During construction, builders shall be responsible for controlling runoff and erosion on site during construction while the site is disturbed.

5. Permanent Landscaping Plans:

(a) All permanent landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by the Developer.

(b) All front and side yards must be completely graded and sodded upon completion of construction. Seeding in these areas in lieu of sodding is strictly prohibited.

(c) Landscaping shall include the planting of a minimum of two (2) trees in the front yard and two (2) trees in the rear yard.

(d) No existing living tree shall be cut or removed without prior written approval from the Developer.

(e) No hedge shall be planted on any lot unless its placement and planning are approved in writing by Developer.

(f) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times. In default thereof, Developer may enter such lot to maintain the yards, hedges, plants or shrubs and perform any other appropriate yard work, and collect its costs of labor and material, plus twenty-five percent (25.00%) from the owner and/or occupant of such lot.

(g) No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

6. Utilities: Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground unless otherwise deemed necessary by the public utility company. All other utility conduits shall similarly be constructed, placed and maintained underground.

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7. Drainage: Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system.

8. Utility Easements: Easements for installation and maintenance of utilities may be reserved over each lot by deed or as shown on plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. Vehicles: No trailer, truck, commercial vehicle, camper, trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any street; and no operable vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

Any and all routine automobile maintenance shall be conducted within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street. No person shall engage in major car repairs.

10. Disposal of Trash: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. Developer may enter onto any lot to remove any rubbish, trash, garbage or other debris, collect its cost of labor and material, plus twenty-five percent (25.00%) from the owner and/or occupant of such lot and/or the individual who violates this section.

11. Firewood Stockpiling: Any and all firewood stockpiles shall be placed so as not to detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is covered, that covering shall be of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by wind.

12. Animals: No pets or animals, other than dogs, cats and small traditional household pets shall be housed or kept on any lot. No pets or animals shall be kept for any commercial or breeding purpose. Pets shall always be under the control of the

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owner, and owners shall adhere to the ordinances set forth by the Georgetown City Government.

13. Subdivision/One Building Per Lot: No additional subdivision of any lot shall be made without the written consent of Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer in advance, in writing.

14. Owner's Upkeep Obligation Prior to Completion: Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to completion of construction in accordance with all of the provisions referred to herein.

15. Zoning: All lots in the Unit shall be used for single family residential purposes only. The "lots" mentioned herein are all the lots within the Unit, and only those within the Unit. No zone change, conditional use permit, variance, interpretation of a zoning ordinance, or any other matter involving any part of the Unit requiring approval of the Georgetown-Scott County Planning Commission or the Georgetown-Scott County Board of Adjustment shall be applied for without the prior written approval of Developer. No person shall take any action (or admit to act) based upon a grant or determination by the Georgetown-Scott County Planning Commission or the Georgetown-Scott County Board of Adjustment without the prior written consent of Developer. In applying for such consent, Developer shall be provided with such details as it requests; and no person shall, after granting of such consent, if any, act (or admit to act) in any way inconsistent with the specific proposal delivered to Developer.

16. Homeowners Association:

(a) The Articles of Incorporation of Canewood Homeowners Association, Inc. ("Association"), which may be amended from time to time, dated January 5, 1994, are recorded in Book _____, Page _____, in the Office of the Scott County Clerk, in Georgetown, Kentucky.

Every owner of a lot in the Unit shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's by-laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Boards of Directors.

(b) The objects and purposes of the Association are set forth in their Articles of Incorporation and shall be to promote the social welfare and serve the common good and general

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welfare of their members; the purposes, rights and obligations of the Association are more particularly set forth in that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements Pertaining to Canewood Subdivision Unit 1-A, Section 1, dated January ____, 1994 (the "Declaration"), of record in Deed Book _____, Page _____, in the Scott County Clerk's Office. The Association shall have jurisdiction over all lots in the Unit (and any other Units which Developer, by future deed restrictions provides, are subject to the jurisdiction of the Association), and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as are shown on any record plat, and acceptance of common area for purposes of operation, maintenance and repair.

(c) Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(d) The initial assessment of the Association shall be no higher than \$960.00 per year per lot beginning January 1, 1994. After January 1, 1995, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of occupancy for a portion of the year, with the proration to be calculated by determining the number of days of occupancy of the residence from the date of occupancy through December 31 of that year. This subparagraph should not be construed to restrict or prohibit the rights of the Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, rules or regulations.

17. Common Areas: The Common Areas are a major attraction and integral part of this Subdivision. Common Areas will be maintained and operated by the Association. The following provisions affect all Owners and will be enforced as other restrictions, by the Association:

A. Common Areas Defined. For purposes of these restrictions, and the By-Laws of the Association, the common Area shall be defined as that area delineated on such plat as areas to be maintained by the Association.

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B. Use of Common Area. The Common Area shall be used and enjoyed exclusively by the Owners and their invitees, guests and tenants. Under no circumstances may any Owner grant a continuing right or privilege to any person to occupy and/or enjoy all or any portion of a Common Area. No Owner, invitee, guest or tenant shall conduct or participate in any activity within the Common Area that is inconsistent with the rules and regulations adopted by the Association.

18. Golf Course Lots: Certain lots within the Unit about a golf course, and the owners thereof acknowledge and agree that the non-negligent use thereof by the owner and the operator of the golf course from time to time shall create no liability on the owner or operator. This acknowledgement and agreement shall, however, authorize no negligent, willful or other unlawful act, and shall not permit any trespass on the lots abutting the golf course. No owner of a lot abutting the golf course shall construct, plant or maintain any fence, hedge, wall or barrier of any nature within twenty (20) feet of any border which abuts the golf course without the prior written consent of Developer. Prior to constructing or planning any such matter, the owner shall submit a detailed proposal, including specific descriptions of the materials to be used, to Developer, and Developer's discretion in granting or refusing consent shall be absolute. During the entire course of construction, or any other use of a lot abutting the golf course, the owner shall provide a method (accepted in writing by Developer) to prevent siltage from running onto the golf course. Plans for siltage control shall be submitted along with the earliest plans of any kind submitted for such lot.

19. General Provisions:

(a) The rights retained by Developer in this instrument may be assigned to any person or association. If Developer ceases to exist as a legal entity without formally assigning its rights, those rights shall be deemed assigned to Canewood Homeowners Association, Inc.

(b) Wherever in this document Developer is given the right to take any action to correct violation of defaults under this document, and Developer incurs expenses in connection with exercising those rights, Developer shall have the right to recover such costs, including reasonable attorney's fees, from the lot owner in default and shall have a lien upon such owner's lot to secure payment of same. That lien shall be enforceable against the lot by appropriate legal proceedings. Developer may at any time enforce the payment of the fees and assessments set out in Section 16 by appropriate legal proceedings. The owner and operator of the golf course may at any time enforce the restrictions and covenants contained under Section 18 by appropriate legal proceedings. Developer may at any time enforce restrictions and covenants contained under any other section by appropriate legal proceedings, and the same may be enforced by any lot owner at such time as 90%

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of the lots in the Unit have been conveyed by deed by Developer to others. No other person shall obtain any rights hereunder, including, without limitation, any lot owner of other units in the subdivision. Developer may amend any provision hereof so long as in its good faith judgment either the Unit or the remainder of the subdivision will be benefitted by such amendment, or in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by any provision hereof; provided, however, this right of amendment shall cease upon the conveyance by deed by Developer to others of 75% of all the lots in the Unit or in the entire subdivision, whichever occurs first. For purposes of this Deed of Restrictions, the "subdivision" shall mean all that property shown on the Preliminary Subdivision Plan of Canewood Subdivision, attached hereto and made a part hereof as Exhibit "A".

(c) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to others in the Unit or the surrounding neighborhood.

(d) Any judgment, discretion, decision or other matter determined hereunder by Developer shall be binding on all parties if made in good faith, and any interpretation hereof made by Developer in good faith shall likewise be binding on all parties; and in each case, no party shall have any remedy against Developer except to require specific performance of its duties hereunder and/or to obtain a declaratory judgment. In no case shall damages be claimed, shown or obtained against Developer with respect to any matter related hereto.

20. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this paragraph and Section 20, Paragraph (b) above, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by seventy-five percent (75%) of the then owners of all lots in the subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

21. Governing Document. In the event that any conflict should arise between the terms and provisions of this Deed of Restrictions and the terms and provisions of the Declaration

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referred to in Paragraph 16(b) hereinabove, the terms and provisions of the Declaration shall govern.

22. Severability of Provisions: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in full force and effect.

23. Governing Law: These covenants and restrictions shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, CANEWOOD, INC., a Kentucky corporation, has caused its name to be hereunto subscribed by its duly authorized officer on this the 2nd day of March, 1994.

DEVELOPER:
CANEWOOD, INC.

BY: [Signature]
JAMES L. BARIOW, President

OWNER:
[Signature]
DON K. POOLE

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing was signed, sworn to and acknowledged before me on this the 2nd day of March, 1994, by James L. Barlow in his capacity as President of Canewood, Inc., a Kentucky corporation, for and on behalf of the corporation.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 8-14-97

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STATE OF Kentucky
COUNTY OF Fayette

The foregoing was signed, sworn to and acknowledged before me on this the 2nd day of March, 1994, by Don K. Poole.

Donna R. Perry
NOTARY PUBLIC

My Commission Expires: 6-10-95

NOTARY: IF SIGNED OUTSIDE KENTUCKY, PLEASE AFFIX SEAL

State of Kentucky
County of Scott, Sec. 1
I, Donna R. Perry, Clerk in and for the County and State aforesaid, certify that the foregoing Deeds was this day lodged for record at Scott County Whereupon the same with the foregoing and the affidavits have been duly recorded in my office.

Witness my hand this 7 day of March 1994
BY Donna R. Perry

THIS INSTRUMENT PREPARED BY:

MCBRAVER, MCGINNIS, LESLIE & KIRKLAND

BY: Megan Lake Thornton
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