

17859-3
PLAT 253 REC. 284

Phase I

RESTRICTIVE AND PROTECTIVE COVENANTS

FOR

WELLINGTON PLACE

WHEREAS, the undersigned, as owners and developers, have recorded a plat of Wellington Place, Phase I, a subdivision, in Plat Cabinet 1, slot 234, in the Clerk's office of the Nelson County Court, and desire to place upon the real estate described in said subdivision; Phase I, certain reasonable restrictions and covenants so as to protect the future value of residences built in said subdivision.

NOW THEREFORE, the undersigned owners and developers do hereby subject the lots hereinafter designated of said subdivision, Phase I, to the covenants and restrictions hereinafter set out:

IN AREA OF APPLICATION:

The restrictions herein contained shall apply in their entirety to the lots of Wellington Place, Phase I, (a subdivision), as shown on plat of record in Plat Cabinet 1, slot 234, in the Nelson County Court Clerk's office.

LAND USE:

No lot shall be used except for single family purposes and only one residence shall be constructed on each lot.

DWELLING SIZE AND BUILDING TYPE:

All single story dwellings must have a minimum of 1700 square feet exclusive of garages and basements.

All story and one-half dwellings must have a minimum of 1200 square feet on the first story and a minimum of 500 square feet on the second story, exclusive of garages and basements.

All one story dwellings which have a drive-in basement must contain 1850 square feet on the ground floor.

All mid-entry and two-story dwellings must have a minimum of 1200 square feet on the first story, unless the house has a self-contained garage. In that event, the mid-entry and two-story house must have a first story minimum size of 1350 square feet, and a total of 1700 square feet finished, between the two stories.

All tri-level dwellings must have a minimum of 1700 square feet, exclusive of garage.

All houses must have a garage, and all garages must be contained within the house or attached to the house. All garages which face any street must contain one 16-foot wide door or two 8-foot wide doors. In the event of a drive-in basement, on the side of a house or in back of the house, not facing a street, the garage may contain one 9-foot door. All garage entrances in the front of the house must have one 16-foot door, or two 8-foot doors.

There shall be no outbuildings allowed in the subdivision, and all structures shall be constructed of exposed brick, stone or cedar siding, unless otherwise approved by the Architectural Control Committee as set out below.

BUILDING LOCATION:

No building shall be erected without prior approval of the Architectural Control Committee as to location on an individual lot.

No building shall be located on any lot closer to the front lot line or closer to the side street line, than the minimum building set back lines as shown on the recorded plat. As to lots 1 through 4, lots 17, 27, and 43, the front setback line shall be between 35 feet and 45 feet. As to lots 18 through 26, the minimum front setback line shall be 35 feet, but there shall be no maximum setback line. As to all other lots, the front setback line shall be between 50 feet and 60 feet.

TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, tent, shack, garage or basement, shall be used as a residence, either temporarily or permanently, and no house trailer or mobile home, or modular structure, either stationary or otherwise, shall be placed on any of said lots.

COMMERCIAL ACTIVITY AND NUISANCE:

No commercial activity shall be permitted on any lot. No noxious or offensive trade or activity shall be conducted or carried on upon any lot; nor shall anything be done thereon, which may be or may become an annoyance or a nuisance to the neighborhood; trash, garbage, junk vehicles or other waste shall not be kept on the premises, except in the case of trash and garbage, these materials may be stored in sanitary containers prior to removal; all such equipment for storage or disposal of such material shall be kept in a clean, sanitary condition, and subject to all laws and regulations applicable to the same.

LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept thereon, provided however, the same are not kept, bred or maintained for commercial purposes. In the case of dogs or cats, no more than two of each may be maintained on any lot.

SIGNS:

No signs of any kind may be displayed to the public view upon any lot except one professional sign of not more than two square feet, advertising the property for sale or rent, or signs used by a builder or the subdivider to advertise the property during the construction or sales period.

FENCING:

No fence shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line, unless approved by the Architectural Control Committee.

ARCHITECTURAL CONTROL COMMITTEE:

No building or structure shall be erected, placed or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure has been approved by the Architectural Control Committee as to materials, harmony or external design and materials with existing homes in said subdivision, and as to location with respect to existing homes in the subdivision, topography and finished grade elevation.

The Architectural Control Committee is composed of DANIEL R. RAISOR, C. R. ROYALTY and CHARLES T. RAISOR, all of Nelson County, Kentucky. In the event of death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. As long as the developers, Daniel R. Raisor, C. R. Royalty and Charles T. Raisor, or any one of them, own a portion of the property which is subject to these restrictions, the membership of the Architectural Control Committee shall remain as set forth above. When the said developers no longer own any portion of the subject property, the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee. In the event one member of the Committee resigns, the remaining member shall have full authority to designate successors.

A majority of the Committee may designate a representative to receive applications which shall then be reviewed by the entire Committee at a called meeting.

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representatives fail to approve plans or specifications within thirty (30) days after same have been submitted to it, then approval will not be required and the related covenants shall be deemed to have been fully complied with.

DRIVEWAYS:

Before construction will begin on any individual lot, a road culvert must be installed. All driveways must be constructed of concrete or blacktop, with the exception of lots 18 through 26.

HOUSING COMPLETION DATE:

All construction plans shall be submitted to the Architectural Control Committee one week prior to planned, initial construction date. Notification of approval or disapproval shall be given in writing by the Architectural Control Committee, prior to any construction. The submitted plans shall be retained by the Architectural Control Committee. Construction of houses, including the driveway, must be completed within eight months of approval date by the Architectural Control Committee.

CLOTHESLINES AND GARDENS:

No exterior clotheslines and no vegetable gardens shall be permitted on any lot.

EASEMENTS:

All lots located in the subdivision are subject to easements for utilities, as shown on the recorded plat, and each owner grants to the respective utility companies the right of ingress or egress over said easement at any and all reasonable times for the purpose of constructing, maintenance, and repair of all such easements.

PARKED VEHICLES:

Vehicles may not be parked on the subdivision streets with the exception of emergency vehicles which may be temporarily parked in said streets. All recreational vehicles including boats, must be kept in garages or stored behind dwellings.

ACCESS LIMITATION:

No path, passage, roadway or ways of ingress or egress shall be constructed or permitted, connecting any real estate to or from any real estate included in the subdivision, except entrances created by the developers as streets.

SIDING:

All approved siding, or combination of approved sidings, must extend to ground level of all dwellings with no foundation being exposed.

TERM:

The foregoing Covenants and Restrictions are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from date of recording this instrument, after which time said Covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots having been recorded agreeing to change said Covenants and Restrictions in whole or in part.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SEVERABILITY:

Invalidation of any one of these Covenants by Judgment or Court order in no way effects any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE DEVELOPERS HAVE HEREUNTO SUBSCRIBED THEIR NAMES, THIS 7TH DAY OF OCTOBER, 1985.

Daniel R. Raisor

Daniel R. Raisor

C. R. Royalty

C. R. Royalty

Charles T. Raisor

Charles T. Raisor

STATE OF KENTUCKY

COUNTY OF NELSON, SCT.

The foregoing instrument was acknowledged before me this 7th day of October, 1985, by Daniel R. Raisor, C. R. Royalty and Charles T. Raisor.

Ernie Robertson Bryan

NOTARY PUBLIC, State of Ky. at Large
My commission expires: 6/29/88

* * *

I hereby certify the foregoing instrument was drafted by:
LARRY LANGAN, Attorney at Law, Bardstown, Kentucky.

Larry Langan

'85 OCT 10 AM 9 06
ATTN: PHYLLIS S. MATTINGLY
NELSON COUNTY CLERK
BY *Phyllis S. Mattingly* D.C.