

RESTRICTIONS AND PROTECTIVE COVENANTS

FOR FINAL SUBDIVISION PLAT FOR JOSEPH BERNARD KEENE

JOSEPH BERNARD KEENE ESTATE, by JOSEPH HOWARD KEENE, Executor and KENMORE FARM FAMILY, LLC, a Kentucky Limited Liability Company, whose mailing address is 116 Cambron Drive, Bardstown, Kentucky 40004 being the Owner of \_\_\_ 11 Lots as the same appears of record in the Office of the Clerk of the Nelson County Court, Bardstown, Kentucky, in Plat Cabinet 21, Slot 1 \_\_, do hereby impose the following Restrictions and Protective Covenants upon each lot within the Final Subdivision Plat for Joseph Bernard Keene for the mutual benefit of all persons, firms and corporations who may now or hereinafter have any vested interest, legal or equitable, in any lot within the Subdivision.

1. Primary Use Restrictions.

No lots shall be used except for private single family residential purposes.

2. Prohibited Structures and materials.

Mobile homes and modular homes are prohibited.

Residences shall not be constructed of metal siding.

3. Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,300 square feet, exclusive of the garage.

(b) The total floor area of a two story house shall be a minimum of 2,200 square feet, with the ground floor having a minimum of 1,200 square feet, exclusive of the garage.

(c) Finished basement areas, garages and porches shall not be included in computing total floor area of any residential structure.

4. Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

5. Vehicles.

(a) No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot except in the garage.

6. Animals and Livestock.

No animals, including livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes.

7. Restrictions Run with Land: Term.

Unless altered or amended under the provisions of the paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument is signed by a majority of the then owners of all lots subject to these restrictions and covenants agreeing to change these Covenants and Restrictions in whole or part is recorded. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

8. Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property within the Final Subdivision Plat for Joseph Bernard Keene against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, to recover damages, or any of these remedies. Upon an owner's failure to comply with one or more provisions herein, the enforcing Owner may take such action as necessary to require compliance with these restrictions and the offending owner shall immediately upon demand, reimburse the enforcing Owner for all attorney fees, court costs and expenses incurred in enforcing these provisions.

9. Severability.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, KENMORE FARM FAMILY, LLC, a Kentucky Limited Liability Company and JOSEPH BERNARD KEENE ESTATE, Owners, have executed this instrument by its duly authorized Member and Executor respectively on the date set forth below in the acknowledgments.

KENMORE FARM FAMILY, LLC

BY: \_\_\_\_\_

HOWARD KEENE, MANAGING MEMBER

JOSEPH BERNARD KEENE ESTATE

BY: \_\_\_\_\_

DAVID HOWARD KEENE, EXECUTOR

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me on this \_\_\_\_ day of September, 2020, by HOWARD KEENE, MEMBER of KENMORE FARM FAMILY, LLC, a Kentucky Limited Liability Company, to be his voluntary act and deed in his capacity as Managing Member.

NOTARY PUBLIC, KY STATE AT LARGE

NAME: \_\_\_\_\_

NP # \_\_\_\_\_

MY COMM. EXPIRES: \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me on this \_\_\_\_ day of September, 2020, by DAVID HOWARD KEENE, as EXECUTOR of the JOSEPH BERNARD KEENE ESTATE, to be his voluntary act and deed in his capacity as Executor.

NOTARY PUBLIC, KY STATE AT LARGE

NAME: \_\_\_\_\_

NP # \_\_\_\_\_

MY COMM. EXPIRES: \_\_\_\_\_

\* \* \* \* \*

This instrument was prepared by Thomas A. Donan, Attorney at Law, 205 East  
Stephen Foster Avenue, P. O. Box 307, Bardstown, KY 40004.

THOMAS A. DONAN