

**RESTRICTIONS AND COVENANTS
VIEWPOINT SUBDIVISION
PHASE III
LOTS 31 AND 32**

THIS STATEMENT OF RESTRICTIONS AND COVENANTS, made this 31st day of August, 2006, by **RONNIE D. DAVIS and SALLY DAVIS**, his wife, of P. O. Box 247, Liberty, Kentucky 42539,

WITNESSETH:

THAT WHEREAS, the above-named parties are the owners of certain real property known as Lots 31 and 32 of Viewpoint Subdivision Phase III which is located on Woodrum Ridge Road in Casey County, Kentucky, and which is shown on the plat of record in Plat Cabinet 1, Slide 682A, Casey County Court Clerk's Office, and

WHEREAS, the said parties wish to place upon the said real property certain restrictions and covenants as to the use and occupancy of the said lots,

NOW THEREFORE, the following restrictions and covenants are made and declared to apply to Lots 31 and 32 of Viewpoint Subdivision Phase III:

1. All single-level dwellings shall contain at least one thousand four hundred (1400) square feet of floor space, excluding carports, basements, attached garages, decks and porches. All multi-level dwellings shall contain at least one thousand (1000) square feet of heated floor space on the main ground level and a total of at least one thousand four hundred (1400) square feet of heated floor space excluding carports, basements, attached garages, decks and porches.

2. All buildings shall be of brick, stone, stucco, vinyl, log or cedar siding. Exposed basement walls must be covered with brick, stone or stucco, if not the same

material as used on exterior house walls. No metal roofs may be used on any building. However, decorative metals may be used for accent purposes only.

3. No open pier-type foundation for the house may be used. Houses built on a pier-type foundation must be underpinned with brick, stone, stucco, vinyl, log or cedar siding. No open pier-type foundations may be used for porches or decks.

4. Colors shall be harmonious and compatible with the natural surroundings and adjacent buildings. No neon or florescent colors may be used.

5. All buildings must be completed within twelve (12) months from the start of construction. In the event any unit is destroyed by natural or unnatural causes, the same restrictions apply. The unit must not remain unsightly and must be reconstructed within twelve (12) months from the date of any such accident, unless the owner elects to remove all debris and restore the lot to its natural appearance. This will be the sole responsibility of the owner.

6. All buildings shall be set back at least fifty (50) feet from the centerline of the main street and eight (8) feet from the adjoining property lines.

7. All lots are to be developed in such a manner that no on-street parking will be required. Furthermore, no extended on-street parking is allowed.

8. All detached garages shall be constructed of similar material as the residence and must be constructed on the back portion of the lot opposite the location of the road. No other outbuildings of any type shall be permitted.

9. All utilities shall be underground from the hook-up to the dwelling and detached garage.

10. Only a single residence may be constructed on each lot. These are restricted to singly family residences. No commercial activity shall be conducted on any lot.

11. All lots are subject to existing public utility easements. No obstructions shall be permitted inside these easements. Maintenance of easements shall be the responsibility of the lot owner.

12. No structure of a temporary character (i.e., trailer, basement, tent, mobile home, shack, garage, barn or other outbuilding) shall be used on any lot at any time as a residence, either temporarily or permanently.

13. No lot shall be subdivided or its boundary lines changed in any way.

14. After a residence is constructed on a lot, the owner shall plant and maintain a grass cover for the entire lot with the exception of rock bluffs or densely wooded areas. Such grass shall not exceed ten (10) inches in height at any time. Before a residence is constructed, the lot owner shall mow at least twice yearly, the first time between June 1 and July 31 and the second time between August 1 and September 31. In the event the lots are not mowed as provided above, the developer shall have the right to clean, mow and maintain the lot and charge the owner accordingly.

15. All septic systems shall conform to any and all local and state regulations.

16. All driveways must be blacktop or concrete within twelve (12) months after the residence is complete. Each lot must be accessible to an adjoining street with tiles or culverts installed at the lot owner's expense. All tiles or culverts must meet county specifications to provide adequate drainage and water flow. Also, no owner may block any drainage ditch including, but not limited to, road ditches, drains between lots or natural flow of water down valleys. In the event water flow needs to be altered, it shall require written consent from all affected parties.

17. No fencing of any type shall be permitted except those required for safety around outdoor pool areas. No woven wire, barbed wire or electric safety fence shall be erected. All fencing must be of wood, wrought iron, chain link or masonry construction no more than six (6) feet in height and must be kept in good repair.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. No obnoxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. No motor vehicles or boats not currently licensed shall be permitted to be parked on any lot except in a closed garage. In addition, no abandoned, disabled or

inoperable vehicles, vehicle parts or pieces, or junkyards shall be permitted on the real property.

21. No signs shall be permitted with the exception of one professional quality sign that is no more than five (5) feet square used to advertise the lot or home on which it is placed.

22. No satellite dish larger than thirty-six (36) inches in diameter for the reception of television signals may be used. Use of satellite dishes are permitted on the side or back portions of lots, but same shall be screened from view of the street by decorative plantings. Radio and television towers shall not be permitted on the outside of any residence, but same are permitted within attic spaces.

23. Clotheslines shall be permitted only in the back portion of the lot opposite the location of the road in such a way that same are not visible from the road.

24. No roadways or thoroughfares shall be constructed through any lot except with written permission of the developers or by the developers.

25. No livestock shall be permitted on any lot in the subdivision. No animals, insects or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only. All pets must be kept on a leash and not allowed to stray on any lot unless under direct control so as not to create damage or be a nuisance to other property owners. All houses for residential pets shall be behind the dwelling house and shall not be closer than twenty-five (25) feet to adjoining lots or street rights-of-way.

26. Developers reserve the right to make modifications or changes such as, but not limited to, drainages, boundary lines, streets, culverts or tiles on any unsold property. Any changes to sold property will require owner's consent.

27. The within restrictions shall remain binding upon the property unless amendments, modifications, alterations or variances are approved by consent of sixty percent (60%) of the lot owners, each lot being entitled to one (1) vote.

28. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

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

30. The within covenants shall run with the land and shall be binding upon all owners, their heirs and assigns.

WITNESS our hands as of the day and year first above written.

Ronnie D. Davis
RONNIE D. DAVIS

Sally Davis
SALLY DAVIS

STATE OF KENTUCKY
COUNTY OF CASEY

The foregoing instrument was signed and acknowledged before me by **RONNIE D. DAVIS and SALLY DAVIS, his wife**, to be their free act and deed, on this the 31st day of August, 2006.

Janis R. Spicer
Notary Public
My Comm. expires: June 8, 2009

This Instrument Prepared By:

David F. McAnelly
HON. DAVID F. McANELLY

Attorney at Law
P. O. Box 1210
Liberty, Kentucky 42539
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STATE OF KENTUCKY/COUNTY OF CASEY/SCT
I, EVA S. MILLER, CLERK IN AND FOR CASEY COUNTY,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT
OF WRITING WAS THIS 31 DAY OF Aug
20 06 AT 1:26 P M. LODGED FOR RECORD
WHEREUPON THE SAME WITH THE FOREGOING AND
THIS CERTIFICATE HAVE BEEN RECORDED IN MY OFFICE
IN Deed BOOK 243 PAGE 642 GIVEN UNDER MY
HAND THIS 31 DAY OF Aug 20 06
EVA S. MILLER, CLERK Doreen White