

**AMENDED RESTRICTIONS FOR
KIRKWOOD ESTATES SUBDIVISION**

The owner and developers, Jay R. Kirk and David C. Ball, intending to establish a general plan for the use, occupancy and enjoyment of said subdivision hereby declares that for the mutual benefit of present and future owners, the restrictions previously established are hereby revised as hereafter follows. All lots located in Kirkwood Estates shall be subject to the following restrictions which shall attach to and run with the land and shall be binding upon subsequent purchasers and are hereby amended as follows:

1. All lots shall be used exclusively for single family private dwelling home purposes. Not more than one dwelling house shall be placed on any lot with the exception that a "Guest House" of similar design, materials and construction may be also located thereon to meet the needs of guests of the owner. Also, a detached garage of similar design, materials and construction may be built on such lots but such garage shall not exceed a four car capacity without the express written consent of the developer.
2. No house may have a ground floor living space of less than sixteen hundred (1600) square feet. All building and floor plans for houses shall be submitted to Jay Kirk or David Ball who shall approve or disapprove of such plans within ten (10) days of receipt thereof.
3. The exterior of the dwelling house shall be covered by brick, stone, vinyl siding, log siding, pre-cut manufactured logs or other modern building materials. All construction, including grading and landscaping, must be completed within twelve (12) months of beginning unless an extension of time is granted by the developer.
4. No modular homes, no manufactured homes, no mobile homes, no house trailers, no basement homes, no pole barn buildings, barns, no motor coach homes, nor any vehicle of any kind shall be used as housing, either temporary or permanent, or placed upon any lot, it being the specific purpose of this provision to require stick built homes only on all lot.
5. No outside toilet shall be permitted upon any lot except such as may be used in connection with the construction of a dwelling house or garage and any such toilet shall be regularly maintained to prevent noxious odors. Upon the completion of such construction, such toilet shall forthwith be removed from the premises.

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handed to Jay Kirk

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6. No fowl, livestock or other animal shall be permitted upon any lot excepting only a domesticated dog or cat which shall be kept inside or on a leash when outside the residence and as hereinafter provided concerning lots number 6 through 13.
7. No commercial activity may be conducted upon or from any lot.
8. There shall be reserved utility easements twenty-five (25) feet in width as shown along lot lines and along all public roads on the subdivision plat and the owner-subdivider reserves unto himself the sole right to grant easements to utility providers upon and over such utility easements which are retained by owner. Lot owners shall maintain so much of the utility easement which is located upon his or her lot. All utilities within the development shall be underground unless otherwise required by the utility company providing the service.
9. Vehicles may not be parked on the streets of the subdivision. Provided however; during construction of a residence upon any lot, vehicles required for construction may be temporarily parked on the street so long as such vehicles do not obstruct the flow of travel and such vehicles shall be removed as soon as possible and shall not remain after construction has completed.
10. Any residence and all appurtenant structures constructed upon a lot within said subdivision shall be not less than 75 feet from the street upon which it abuts. No exposed concrete block foundation shall be permitted, unless same is painted, or faced with brick or stone. Any pool installed upon the premises must be located behind a privacy fence.
11. No fence or wall or any kind, or any structure, shall be erected, placed or suffered to remain upon said premises nearer to any highway or street than the rear wall of the house constructed on the lot, nor within the bounds of the utility easements set out on the plat of the lots conveyed, and any fence or wall which might be permitted shall be no more than five feet in height, and shall be constructed of a wood fence material of a picket type or vinyl planking.
12. No structure, plantings, or other items of a permanent nature shall be placed or permitted to remain within any area which extends into the utility easements shown on the subdivision plat, and no natural water or drainage course shall be altered.

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13. No person shall maintain upon any lot within this subdivision any junk cars, trucks, tractor trailer trucks, farm equipment, or nonfunctional objects, though owners may store or park behind the residence one recreational vehicle and one recreational boat, which however, may not be used for living quarters.

14. Lots 6 through 13 inclusive are subject to those provisions above set out, but the owners of said lots may maintain two horses for the owners' private use thereon. The horses referred to above shall be confined of stabled on the rear 25% of those lots. On that portion of those lots they may also construct a Morton type building, the eaves of which do not exceed 16 feet. They as well are entitled to construct on that portion of the lots a horse stable, which shall not, however, exceed two stalls, and the eaves of which shall not be greater than that other building allowed thereon. With regard to fencing, the above lots shall comply with the other provisions set out herein, but on the rear twenty-five percent (25%) thereof upon which horses are allowed, they shall be entitled to construct such fence of woven wire, with one strand of barbed wire being allowed above the woven wire fences.

15. Owner may petition the Ohio County Fiscal Court to take all roadways shown upon the plat of Cody Henderson into the county road system. Roadways shall be not less than forty (40) feet in width. Until the county accepts such roadways, each lot owner shall pay his proportionate part of the upkeep and maintenance of the roadway, such apportionment being by the amount of road frontage his lot has as compared to all road frontage in the development.

16. The covenants herein shall run with the land, and shall bind the grantees, their heirs, successors and assigns, for a period of ten years, from the date of the execution hereof. Said covenants shall thereafter be automatically extended for successive periods of ten years, unless by a vote of a majority of the owners of the lots in said subdivision, it is agreed to change or void said covenants in whole or in part. Joint owners of any lot are entitled to one vote.

17. These restrictions shall be binding upon and enforceable by any of the present and future owners of the land in such subdivision; the power to enforce these restrictions, however, being appurtenant to the land, and neither the first party, or any previous owner of said subdivision, shall have power to enforce them after he has disposed of all of his land in said subdivision.

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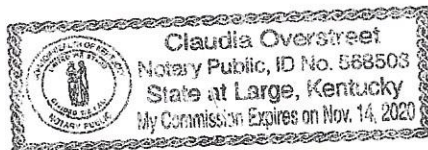
18. The above covenants, restrictions and reservations shall be incorporated verbatim or by reference in every deed hereafter issued which conveys any lot of the premises above described.

Adopted by the owner and subdividers on this the 17 day of August, 2020.

Jay R. Kirk
JAY R. KIRK
David C. Ball
DAVID C. BALL

COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO

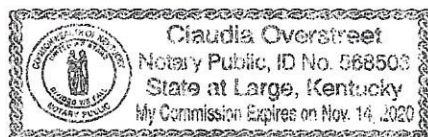
Acknowledged and sworn to before me by Jay R. Kirk, owner and subdivider, this 17 day of August, 2020.



Claudia Overstreet
Notary Public
My commission expires: 11-14-2020
Notary ID#: 568503

COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO

Acknowledged and sworn to before me by David C. Ball, subdivider, this 17 day of August, 2020.



Claudia Overstreet
Notary Public
My commission expires: 11-14-2020
Notary ID#: 568503

I certify this instrument was prepared by E. Glenn Miller, Ward & Ward, PLLC, 408 S. Main St., P.O. Box 151, Hartford, Kentucky 42347.

E. Glenn Miller
E. GLENN MILLER

**AMENDMENT TO THE RESTRICTIVE COVENANTS
OF KIRKWOOD ESTATES**

Comes, Jay Kirk, owner of Kirkwood Estates, and no lots having been sold in the Subdivision and hereby amends the Protective Covenants of record in the Office of the Ohio County Clerk pertaining to said Subdivision in Deed Book 439, page 362, as follows:

To protect the integrity of Odessa Drive as a means of access to the Lots of Kirkwood Estate, owner must insure proper flowage of water along said roadway. To protect the road, all driveways which join Odessa Drive shall have an appropriate culvert installed in such driveway and the culvert and installation thereof shall be approved by Jay Kirk prior to installation. Each lot owner or his or her successor in interest in ownership shall provide such maintenance and/or repairs as may be necessary to insure that water run off properly flows through the culvert on his or her own property.

Adopted this the 24 day of April, 2021.



JAY KIRK, Owner

COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO

Acknowledged and sworn to before me by Jay R. Kirk, Owner, this 24 day of April, 2021.



Notary Public
My commission expires: 8-31-2023
Notary ID#: 62889

I certify this instrument was prepared by E. Glenn Miller, Ward & Ward, PLLC, 408 S. Main St., P.O. Box 151, Hartford, Kentucky 42347.



E. GLENN MILLER