

*Out to Owner
6-24-80*

DEED OF RESTRICTIONS
FOR
COUNTRY CLUB ESTATES SUBDIVISION
PLAT BOOK 1 SHEETS 40B & 40D
UNITS 2A & 2B

This Deed of Restrictions is made and entered into, and the restrictions hereinafter set forth are hereby imposed this the 1st day of June, 1979, by the DIXIE INVESTMENT COMPANY, P. O. Box 338, Cynthiana, Kentucky, owners of a tract of land herein described, and;

WITNESSETH:

WHEREAS, Lillian A. Owen, Sterling P. Owen III and Jack H. Owen, D/B/A the DIXIE INVESTMENT COMPANY, are the record owners of a certain tract and lots of land designated as Lots 20 through 48, inclusive Block A and Lots 1 through 22, inclusive ^{& Lot 11, Block B,} Block D, Country Club Estates, a subdivision to the City of Cynthiana, Harrison County, Kentucky, a part of which subdivision appears of record in Plat Book 1, Page 49, in the Harrison County Clerk's Office, and

WHEREAS, the DIXIE INVESTMENT COMPANY intends to sell the above described lots subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as protective restrictions in order to insure the most beneficial development of said lots and to prevent any use thereof as might tend to diminish the valuable or pleasureable enjoyment thereof,

NOW, THEREFORE, the DIXIE INVESTMENT COMPANY hereby declares that said protective restrictions are hereby imposed on said lots and are as follows, to-wit:

1. No structure shall be erected, placed or altered on any lot until the building plan, specifications and location shall first have been approved by the DIXIE INVESTMENT COMPANY, and all such improvements shall conform in every respect to these protective restrictions and the applicable zoning and building ordinances and regulations of the City of Cynthiana, Harrison County, Kentucky.
2. Only one single family dwelling, not to exceed two and one half stories in height and private garage attached to said dwelling for not more than three cars may be built on any residential lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
3. All wire, cable, conduit, pipe and like connections between the source of supply and each dwelling structure for all utilities must be constructed and maintained under ground.

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4. Easements for installation and maintenance of utilities and drainage facility are reserved as shown on the recorded 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 utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Rights of ingress and egress over said properties are hereby established for use of public utilities. The easement area of each lot and all improvements in 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. The area from each lot to the street, including grass between sidewalk and street, will be maintained by the owner of the lot. Surface cover over utility lines will not be reduced, thereby jeopardizing minimum safety thickness over said utility lines.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance, or nuisance to the neighborhood as construed by the courts of the State of Kentucky as an annoyance or nuisance.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding be used on any residential lot at any time as a residence, either temporarily or permanently.
7. No sign shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, and utility safety signs, warning of underground cables.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and all said waste shall be kept 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.
10. No individual sewage disposal treatment system shall be permitted on any lot. All sanitary sewer lines in said subdivision shall connect with the sewage disposal system of the City of Cynthiana, Kentucky. Water from downspouts or other surface water shall not be permitted to drain into the sanitary sewer system. Downspout water must be piped to the curb in an unexposed line, where contour of ground makes it practical.
11. No property owner shall obstruct, alter, or damage any storm drainage facility in the subdivision, nor shall any property owner allow any activities on his property which may contribute to any obstruction, alteration, or damage to the storm drainage system.

12. No recreational vehicle, trailer, or boat shall be parked in any front yard or on any street in the subdivision for a period in excess of twenty four (24) consecutive hours or in any manner that may be construed as an intentional attempt to circumvent this restriction.
13. All property owners shall be responsible for the control of construction activities in such a manner as to prevent mud and debris from being deposited in the streets or storm drainage facilities. All property owners shall be financially responsible for the removal of mud and debris from the streets or storm drainage facilities if said mud and debris originates on his property.
14. Anyone cutting into or tunnelling under or damaging in any manner the street, curb, sidewalk, or road serving said lots must repair and restore the street, curb, sidewalk, or road to its original condition, all at such person's own risk and expense. This shall not be construed as any permission or consent by the developer and shall not create any liability on the developer of Country Club Estates Subdivision, express or implied.
15. No additional subdivision of a lot shall be made to reduce the size of the lot without permission of the developer and appropriate government bodies.
16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.
17. The foregoing and following protective restrictions are intended to cover only the lots above-described and are not to be extended or determined applicable to any other property of the DIXIE INVESTMENT COMPANY, by implication, inference or otherwise unless by a like declaration in writing and duly recorded.
18. Each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved or to the owners, their heirs and assigns. Invalidity of any one of the protective covenants by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

GIVEN under the hand of the undersigned, JACK H. OWEN, Partner and Manager of DIXIE INVESTMENT COMPANY, the Developer of Country Club Estates Subdivision, on the 1ST day of JUNE 1979.

DIXIE INVESTMENT COMPANY

BY Jack H. Owen

THIS INSTRUMENT PREPARED BY

Jack H. Owen
P. O. Box 338
Cynthiana, Kentucky

Jack H. Owen

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STATE OF KENTUCKY

COUNTY OF HARRISON

I, the undersigned NOTARY PUBLIC, certify that the foregoing SUB-DIVISION RESTRICTIONS FOR COUNTRY CLUB ESTATES SUBDIVISION, TO THE CITY OF CYNTHIANA, KENTUCKY was this day acknowledged before me by JACK H. OWEN, Partner and Manager of DIXIE INVESTMENT COMPANY, the Developers of Country Club Estates Subdivision.

My commission expires: 12/19/79.

Given under my hand and seal on this the 15th day of June 1979.

Ralph C. Smith
NOTARY PUBLIC, STATE-AT-LARGE,
HARRISON COUNTY
KENTUCKY

(SEAL)

STATE OF KENTUCKY

COUNTY OF HARRISON

I, Ralph E. Coppage, Clerk of the Harrison County Court, hereby certify that the foregoing Restrictions was on the 18th day of June, 1980 at 11:35 A.M., lodged in my office, certified as above for record, whereupon, the same and this certificate are now duly recorded.

Given under my hand this the 19th day of June, 1980.

Ralph E. Coppage Clerk
Betty Moore D. C.