

DRAKESBOROUGH INC
Building Restrictions
Sections I, II, In, & IV

The items below are common to all sections of Drakesborough Subdivision:

1. These restrictive covenants in their entirety shall apply to Drakesborough.
2. All lots in the subdivision shall be known and described as residential lots, and only one residence may be erected on each lot. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling.
3. No building shall be located on any building plot closer to the street than the building setback line as shown by the plot of record or closer than 20 feet to the side lot line, said distance to be measured from the gabled or hip overhang of the structure to the lot line.
4. Any detached outbuildings, except a garage, shall be located at least 20 feet from the side lot line and at least 70 feet back from the building setback line. In the event a corner lot is involved then the detached building must be located at least 40 feet back from the side street setback. All detached buildings, including dog pens or runs, shall be constructed so as to favorably compare with the character and design of the main improvement and shall be screened by landscaping so as not to detract from the harmony of the neighborhood.
5. No noxious or offensive trade, or activity, or business of any kind shall be carried upon any lot in the subdivision.
6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. (See below.)
8. All building plans, specifications and dwelling placement shall be subject to review and approval of the developers. No residence will be approved that does not meet the square footage requirements heretofore set out, and that does not compare favorably with other residences in the subdivision with regard to character, design and construction. The residence must be suitable to the site, and in harmony with surrounding homes. Lot grades, fences and house elevations will be reviewed and approved in the same manner.
9. The drainage of the lot shall conform to the general drainage plan of the developer for the subdivision. In addition to these specific requirements all (a) construction plans; (b) building specifications, including the materials to be used; (c) a plan showing the grade elevation and the site location of the structure on the lot; (d) and the location, plans and specifications for any driveways shall all be approved in writing by the developer or such agent as it may designate. The brick, stone or other approved outside covering shall extend downward to ground level, so as not to leave an exposed foundation.
10. Final lot grade shall conform to the developer's general drainage plan.
11. It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut, and to keep the lot free from weeds and trash, and otherwise neat and attractive in appearance. Should any owner fail to do so, then the developer may take such actions as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse developer for the expense incurred in so doing.
12. No two or more lots may be combined and subdivided so as to obtain a larger number of lots than existed before combining.
13. All driveways must be surfaced with concrete or bituminous macadam surfaced from the paved surface of the street to the end of the driveway. All driveways must have a minimum 15 inch drainage culvert. Lots

numbers 1, 43, 40, and 39 are prohibited from cutting driveway access to Cemetery Road, KY 234.

14. All lots shall be sodded or seeded to the edge of the street pavement at the time of building construction.
15. No commercial vehicles, such as trucks, may be housed or maintained on these lots.
16. The easements designated as horse and bike trails shall not be open to any vehicular traffic, except for utility maintenance and repair vehicles. Motorcycles or any other type of motorized conveyance are strictly prohibited from using these areas. Easements are to be enjoyed and cared for by each property owner, and kept free of obstructions that would prohibit passage.
17. No security lights or other means of continuous lighting will be approved for any lot that will detract from the planned continuous lighting for the development.
18. These protective covenants are to run with the land until August 1, 2000, and they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots as recorded agree to change the covenants in whole or in part. These covenants will be enforceable by injunctive relief or other appropriate remedy by the grantors herein or any property owner whose property is embraced in this subdivision. Invalidation of any of these covenants will be enforceable by injunctive relief or other appropriate remedy by the grantors herein or any property owner whose property is embraced in this subdivision. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. These restrictions, conditions and covenants may be cancelled, altered or amended at any time, and from time to time by the affirmative action of the owner or owners of a majority of the lots in Drakesborough.

The following language is unique to the section(s) cited:

Section I

7. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 2,250 square feet and in the case of a one and one half story, or a two story structure not less than 1,500 square feet. Doors of all attached garages shall open from the side or rear; no garages shall open to the front.

Sections II, III & IV

7. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,900 square feet. Doors of all attached garages shall open from the side or rear; no garages shall open to the front. A one and one half story or two story structure must have 1,500 square feet exclusive of open porches and garages on first floor. The total square footage of a structure of one and one-half or two story must still contain a total of 1,900 square feet.

Sections II, III & IV

19. A single family residence must be constructed upon each lot and a certificate of occupancy for same issued within two (2) years from and after the initial conveyance of such lot by the Developer to the first purchaser. In the event of a failure to thus improve said lot within the prescribed time, then the Developer shall have the option to purchase the unimproved lot at a price equal to the amount actually paid by the first Owner for said lot, together with 8% interest per annum thereon from the date of initial purchase to the date of resale to the Developer. The Developer shall have thirty (30) days from and after the expiration of the two year period within which to exercise their option to purchase said unimproved lot at this price. Should the Developer decline to exercise its option within thirty (30) days after the expiration of the two (2) year period, then said option right shall automatically terminate.
20. The Developer, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter. The expense of enforcement by the Developer shall be chargeable to the Owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, which lien, as with any other lien created herein to secure performance of these covenants and restrictions, shall be enforceable the same as a mechanic's or materialmen's lien under Kentucky Revised Statutes Chapter 376.

Disclaimer: Final authority for interpretations and dispute resolution will be based on the documents as recorded and on file with the Warren County Clerk.