

AMENDED AND RESTATED  
RESTRICTIVE COVENANTS FOR WILLIAMSGATE SUBDIVISION  
SECTION 1 AND SECTION 2

These Amended and Restated Restrictive Covenants for Williamsgate Subdivision, Section 1 and Section 2, are made and entered into on this 2nd day of July, 2018, by WILLIAMSGATE HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit corporation, hereinafter referred to as "ASSOCIATION", the current mailing address of which is c/o Mulloy Properties, 9000 Wessex Place, Suite 203, Louisville, Kentucky 40222.

WITNESSETH:

WHEREAS, Ball Homes, LLC was the original owner and "Developer" of certain real property in Oldham County, Kentucky, which was developed as a residential subdivision known as Williamsgate, described of record in Plat Book 6, Page 112 (Section 1), and Plat Book 6, Page 119 (Section 2), in the office of the Clerk of Oldham County, Kentucky;

AND WHEREAS, Developer declared that all of the property described in the original Restrictive Covenants for Williamsgate Subdivision filed of record in Restrictions Book 9, Page 599, in the Office of the Oldham County Clerk, and all of the property described in the original Restrictive Covenants for Section 2 of Williamsgate Subdivision, filed of record in Restrictions Book 10, Page 78, in the Office of the Oldham County Clerk, was to be held, sold and conveyed subject to the covenants, conditions and restrictions contained therein, which were for the purpose of maintaining uniformity with respect to the use and occupancy of said properties in order to enhance and to maintain their value, render them more attractive in appearance and to benefit present and future owners of lots in Williamsgate Subdivision. The said recorded Restrictive Covenants for Williamsgate Subdivision and the said recorded Restrictive Covenants for Section 2 of Williamsgate Subdivision shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns and shall inure to the benefit of each lot owner;

AND WHEREAS, Developer also incorporated, under the laws of the Commonwealth of Kentucky, a non-profit corporation known as Williamsgate Homeowners Association, Inc. (hereafter the "Association"), for the purpose of maintaining and administering the common areas and facilities, administering and enforcing the provisions of the aforementioned Restrictive Covenants, and collecting and disbursing assessments and charges as therein provided;

AND WHEREAS, the Association hereby declares that the real property hereinafter designated and/or described in Paragraph 15, located in Oldham County, Kentucky, and such additions thereto as may hereafter be added as permitted herein, is and shall be held, transferred, sold, conveyed, occupied and used, subject to the following

Amended and Restated Restrictive Covenants for Williamsgate Subdivision Section 1 and Section 2 (hereafter the "Amended and Restated Restrictive Covenants"), with said protective easements, restrictions, conditions, limitations, reservations, covenants, obligations, and agreements, each and all of which are hereby declared to be covenants running with the land and which document shall replace in their entirety the original Restrictive Covenants for Williamsgate Subdivision and the original Restrictive Covenants for Section 2 of Williamsgate Subdivision previously filed and referred to above;

NOW, THEREFORE, by agreement and signatures below of the Association and the requisite majority of the Lot Owners within the subdivision, this Amended and Restated Restrictive Covenants for Williamsgate Subdivision Section 1 and Section 2 shall replace in their entirety the previously filed original Restrictive Covenants for Williamsgate Subdivision and the previously filed original Restrictive Covenants for Section 2 of Williamsgate Subdivision, in the office of the County Clerk aforesaid.

**1. LAND USE AND BUILDING TYPE; MINIMUM SQUARE FOOTAGE REQUIREMENT.** No lot within Williamsgate Subdivision shall be used except for private single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot within Williamsgate Subdivision other than one detached single-family dwelling not to exceed two stories in height, unless provided for herein, which dwelling shall consist of no less than 1,924 square feet of habitable living space. The computation of habitable living space shall not include basements, whether finished or unfinished, porches or patios, whether open or enclosed, and garages.

**2. CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by the Association prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by the Association prior to construction.

**3. APPROVAL OF BUILDING PLANS.** The Association is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Williamsgate Subdivision.

**4. DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within Williamsgate Subdivision without the prior written consent of the Association. The approval process shall include submitting a completed Application for Exterior Modification. Any such detached garage or outbuilding shall be single story, must be color coordinated to the home, be of a permanent nature (i.e., built on permanent foundation), neat in appearance and have exterior walls of brick, brick veneer, stone, stone veneer, clapboard, vertical siding or vinyl siding. No pre-used materials will be allowed on the exterior of any outbuilding. No metal or plastic construction is permitted and no more than one detached garage or outbuilding is permitted per lot. No detached garage or outbuilding shall have a flat roof or more than four hundred (400) square feet of floor area.

The detached garage or outbuilding shall not be closer than five (5) feet from the side property lines and the rear of said structure shall not be located more than five (5) feet from the rear property line. Variances will be considered for unusual circumstances. Any utilities to outbuildings must be underground. In no event will detached garages or outbuildings be approved by the Association if such structure is to include a "barn style" roof and/or doors, or is to be situated upon cinder blocks or any other temporary foundation. In addition to seeking to acquire the prior written consent of the Association before the commencement of construction of any detached garage or outbuilding, it is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Failure to comply will result in a lien/assessment being placed on the property until said homeowner is in full compliance with specifications listed herein. Outbuildings built prior to 2018 are considered to be "grandfathered in"; however, all future modifications will be subject to these current Amended and Restated Restrictive Covenants.

**5. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

**6. NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, recreational vehicles or boats shall be allowed to be parked upon streets or public rights-of-way or on any portion of the Property other than within a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding a twenty-four (24) inch radius, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

**7. EASEMENTS.** Any lot within Williamsgate Subdivision shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

**8. LOT CONDITION.** In the event the owner of any lot within Williamsgate Subdivision fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Association shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner either of them deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of the Association, the owner of such lot shall reimburse the party making such demand (the "Claimant") for all costs incurred in performing such work and Claimant shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Claimant demands payment and ending on the date that Claimant is indefeasibly paid full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within Williamsgate Subdivision, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within Williamsgate Subdivision or on a building, structure or anywhere else on any lot within Williamsgate Subdivision except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings in law or equity brought by the Association and/or any owner or owners of any portion of Williamsgate Subdivision and shall be by proceedings in law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Williamsgate Homeowner's Association shall assess a fine of not more than fifty dollars (\$50.00) per month, to any property owner found to be in violation of these Restrictive Covenants, after having received fifteen (15) days written notice of said violation. All costs, including legal fees required in the collection of enforcement of the provisions herein shall be reimbursed to the Association or its successors, and said costs will constitute a lien on the property until paid.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2050, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Oldham County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street or within drainage, detention or retention easements. Fences shall be installed and maintained in a manner that shall not obstruct any drainage, detention or retention easements and/or the natural flow of precipitation or existing streams, All runners, posts and any other support components of the fence shall be placed on the inside side of the fence, No chain link fences shall be permitted.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to the Williamsgate Subdivision, as shown on the subdivision plats of same, of record in Plat Book 6, Page 112; and Plat Book 6, Page 119, (the "Plats"), as well as any amendments thereto, in the Office of the Oldham County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Oldham County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Association shall be responsible for maintaining such areas. All lot owners in Williamsgate Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association.

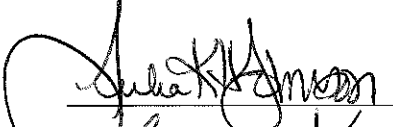
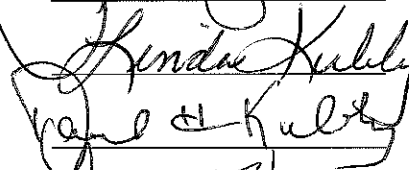
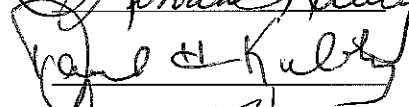

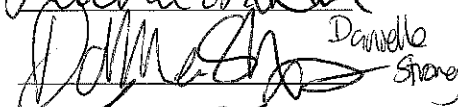
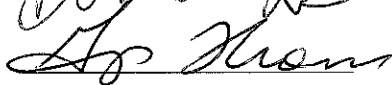

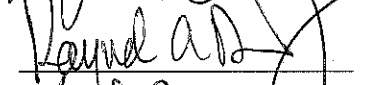
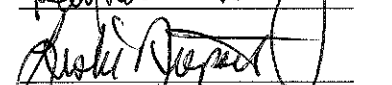
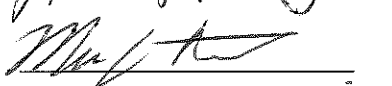
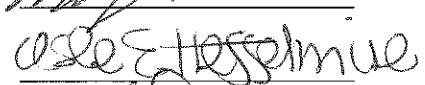
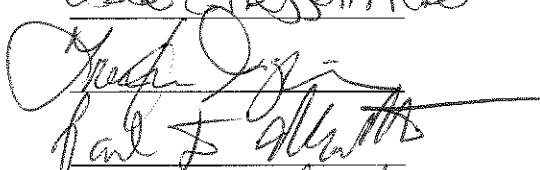
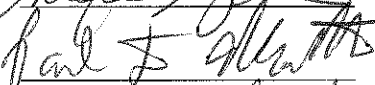
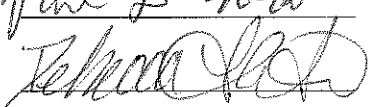
18. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by the Association will be placed on each buildable lot within the Property at the expense of the lot owner. Mailboxes in Williamsgate Subdivision are to be black, uniform in appearance and properly maintained (rust-free, repainted as needed, straight and not leaning).

19. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Oldham County Planning Commission. The Association cannot amend this restriction without approval from the Oldham County Planning Commission. No permanent buildings shall be permitted on Tracts C or D as identified on the Plat.

20. **MAINTENANCE OF COMMON AREAS.** The Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended. In order to pay for the aforesaid maintenance, the Association shall assess an amount annually against each Lot within the Williamsgate Subdivision, which assessment shall be the same for every Lot within the subdivision. Any unpaid assessments, late fees or interest thereon, along with any attorney's fees and/or court costs incurred in the collection of unpaid assessments, late fees and/or interest, shall be reimbursed to the Association, by the Lot Owner(s) in default, and same shall constitute a lien upon the Lot until paid. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.



IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Restrictive Covenants for Williamsgate Subdivision Section 1 and Section 2 on the dates set forth next to each signature.

<u>Signature</u>	<u>Lot No.</u>	<u>Date</u>
	7907 Williamsgate Circ	6/2/18
	8001 Williamsgate Circ	6/2/18
	"	6/2/18
	7901 Williamsgate Circ	6/2/18
 Daniela Thacker Spongy	7207 Williamsgate Blvd	6/2/18
	8020 Williamsgate	6/2/18
	8010 Williamsgate Circ	6-2-18
	8017 Williamsgate Circ	6/2/18
	8023 Williamsgate Circ	6-2-18
	8021 Williamsgate Circ	6/19/18
	8021 Williamsgate Circ	6/19/18
	6912 Williamsgate Blvd	6/19/18
	6906 Gates Lane	6/19/18
	8014 Williamsgate Circ	6/19/18
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____















June 22, 2018

RE: Amended and Restated CC&R's

Williamsgate Homeowner,

Please see the attached Amended CC&R's. To vote for this amendment, please read the CC&R's and submit your signature in the enclosed self-addressed stamped envelope no later than June 30<sup>th</sup>, 2018.

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Restrictive Covenants for Williamsgate Subdivision Section 1 and Section 2 on the dates set forth next to each signature.

Signature	Lot No.	Date
<u><i>Janey Cash</i></u>	<u>37w1</u>	<u>7-2-18</u>
<i>Adriana Cash</i>	37w1	7-2-18



OLDHAM COUNTY  
R13 PG292

June 22, 2018

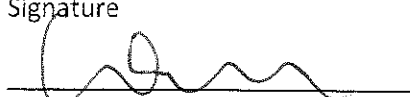
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Signature	Lot No.	Date
	<u>76</u>	<u>6/25/2018</u>

THIS INSTRUMENT PREPARED BY:  
BUTLER LEGAL SERVICES, PLLC



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Kerry J. Butler, Attorney at Law  
4898 Brownsboro Center, Suite 300  
Louisville, Kentucky 40207  
(502) 365-2772

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