

**RESTRICTIVE COVENANTS FOR
SECTION 2
OF
WILLIAMSGATE SUBDIVISION**

BALL HOMES, LLC (“Developer”), is the owner of Section 2 of Williamsgate Subdivision (the “Property”). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Section 2 of Williamsgate Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. LAND USE AND BUILDING TYPE; MINIMUM SQUARE FOOTAGE REQUIREMENT. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property 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 Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. APPROVAL OF BUILDING PLANS. Developer 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 Property.

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 the Property without the prior written consent of Developer. Any such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). In no event will detached garages or outbuildings be approved by the Developer 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 Developer 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.

Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting

and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

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 this Property 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 the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer and/or the "Association" (as such is defined in Section 17 herein) 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 Developer or 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 in 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 the Property, 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 the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. 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 by law or equity brought by the Developer and/or any owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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, 2037, after which time said covenants shall be automatically extended for successive periods of ten 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 Section 2 of Williamsgate Subdivision, as shown on the subdivision plat of same of record in Plat Book P6, at Page 119 (the "Plat"), 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 Williamsgate Homeowners Association, Inc. (the "Association") shall be responsible for maintaining such areas. All lot owners in Section 2 of the 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 Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

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. Furthermore, upon Developer's receipt of a written request from the Oldham County Planning Commission regarding the transfer of an open space lot, Developer will cause such lot to be conveyed to a unit of local government or a non-profit entity which has been mutually agreed upon by Developer and the 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.

Developer has executed this document as of the 24th day of August, 2007.

BALL HOMES, LLC
BY: _____
ITS: President

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 24th day of August, 2007, by D. Ray Ball, Jr., as President, of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC
My commission expires: September 25, 2007

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris, Esq.
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Lexington, Kentucky 40517
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DOCUMENT NO: 375100
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COUNTY CLERK: JULIE K. LENTZ
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: BETH PARRISH
BOOK R10 PAGES 78 - 81

Restrictive Covenants - Williamsgate Section 2 > Rocco Pigneri
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