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THE LAND STORE INC.  
112 N. MULBERRY ST.  
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ELIZABETHTOWN, KY 40120-4018

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**RESTRICTIONS & REGULATIONS  
OVA CARMEN FARM DIVISION  
&  
AMENDED OWNER'S CERTIFICATE**

*This Declaration of Restriction and Amended Owner's Certificate made this the 30<sup>th</sup> day of April, 2002, by Tim L. Aulbach, Teresa D. Aulbach, husband and wife and Sam H. Hudson, single, of P.O. Box 4018, Elizabethtown, Kentucky;*

*WITNESSETH: That Tim Aulbach, Teresa Aulbach and Sam Hudson are owners of all tracts of Ova Carmen Farm Division as shown on Plat of same recorded in Plat Cabinet 1, Slide 396, in the Office of the Clerk of Grayson County, Kentucky. That said owners acquired title to the aforesaid property by Deed dated December 5, 2000, recorded in Deed Book 308, Page 223, aforesaid County.*

*WHEREAS by error and oversight, the owners certificate contained on the record plat for the Ova Carmen Farm Division recorded in Plat Cabinet 1, Slide 396 in the Office of the Clerk of Grayson County Court, was only signed by Tim L. Aulbach and Sam H. Hudson and not by Tim L. Aulbach's spouse.*

*NOW IN ORDER to correct said oversight and in order to properly adopt said record plat recorded in Plat Cabinet 1, Slide 396 and to properly adopt the Subdivision Restrictions set forth, the undersigned, as Owners, do hereby certify that they were the record owners of all lots shown thereon, having acquired title by deed dated December 5, 2000, recorded in Deed Book 308, Page 223 in the office aforesaid, and the undersigned do hereby adopt said plat and subdivision restrictions set forth below.*

*WHEREAS, said owners desire to protect said property by appropriate restrictions as to sale, use and improvements on said tract and to make subdivision more desirable for residential purposes.*

*NOW, THEREFORE, Tim Aulbach and Sam Hudson, the owners, hereby impose on said property in said subdivision the following restrictions and stipulations:*

- 1. No junk or inoperative automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.*
- 2. No noxious or offensive trade or activity shall be carried on upon the real estate nor shall anything be done thereon which may become an annoyance to the neighborhood.*

3. *The real estate shall not be used or maintained as a dumping ground for rubbish, etc. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment used for the storage or disposal of such matter shall be kept in a clean and sanitary condition.*

4. *An individual sewer disposal system shall be located and constructed each lot in accordance with the requirements, standards and recommendations of the State Board of Health. Approval of such systems, as installed, shall be obtained from such authority.*

5. *It is understood and agreed that when a driveway is installed on said property, that a proper culvert must be installed. Minimum size for a culvert shall be 15 inches by 24 feet.*

6. *All mobile homes, except new, must be approved by the Developers before placement.*

7. *All mobile homes placed upon said premises shall be underpinned with vinyl underpinning or approved underpinning within sixty (60) days of placement.*

8. *It is understood that all mobile homes on said property will be kept in a neat and orderly appearance at all times.*

9. *There shall be no decorative fences permitted on the front of the property unless given written approval by the Developers. Any and all fencing shall not exceed a height of 4 ½ feet and shall be erected directly from the rear of the residence.*

10. *There shall be no further subdivision of any lot and only one resident per lot.*

11. *All site plans/improvements must be approved by the Developers.*

12. *No commercial livestock operations will be permitted upon said property.*

13. *Invalidation of any one of the covenants shall in no way affect any of the other provisions herein which shall remain in full force and effect. 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 (30) years from the date These covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots then recorded, agreeing to change said covenants in whole or in party.*