

RESTRICTIVE AND PROTECTIVE COVENANTS
EMBRACING WESTWOOD SUBDIVISION, PHASES I & II

I, Young Bullington of Franklin, Kentucky, owner and developer of Phases I and II of Westwood Subdivision do hereby voluntarily establish these restrictive and protective covenants to embrace the real property acquired by Young Bullington and wife, Peggy Mayes Bullington from Annie Groves, unmarried, by deed dated June 28, 1996, of record in Deed Book 202, Page 524, Simpson County Clerk's Office, insofar as said property appears as a platted residential lot of Westwood Subdivision, with Phase I being of record in Plat Book 4, Page 238, Slide 119, said clerk's office, and Phase II being of record in Plat Book 4, Page 262, Slide 131, said clerk's office, to-wit:

1. All lots in this subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than a residential dwelling. There shall be no detached storage buildings of any type allowed, except as permitted by the developer in writing.
2. No residence shall be located on any lot nearer than 25 feet from the front property line nor be built closer to any side lot line than the minimum requirements of the Franklin, Kentucky zoning regulations. No portion of any lot of this subdivision may be used as a public street or lane or further divided without the written consent of the developer.
3. The minimum square footage requirement of the residences, exclusive of open porches, basements, and garages, shall be 1000 square feet.
4. No poultry, livestock, or animals shall be allowed or maintained on any lot; however, this does not preclude the keeping of dogs or cats or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

5. No business, trade, or other such activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No garage, trailer, basement, tent, shack, or other building erected on any lot may be used at any time as a residence, temporarily or permanently.
7. No lot owner shall use or permit to be used any dirt bikes, four-wheelers, or other all terrain vehicles on the lot owner's lot or in the subdivision.
8. All fences built on any lot must have the approval of the developer before construction.
9. No more than three (3) ornamental yard objects, statuary or sculptures, etc. shall be placed on any lot unless its design and placement are approved in writing by the developer.
10. It shall be the duty of each lot owner to keep the lot well-landscaped and in a good and well-maintained condition. Each lot owner shall keep the grass on the lot properly cut, keep the lot free from weeds and trash, and keep the grass on the lot properly attractive in appearance. Should any lot owner fail to do so, then the developer may take such actions as he deems appropriate, including mowing, in order to make the lot neat and attractive, and the lot owner shall, immediately upon demand, reimburse the developer for all expenses incurred in doing so.
11. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of 24 hours in any one calendar year.
12. No automobile shall be continuously or habitually parked on any street or public right of way in the subdivision.

13. No outside clotheslines shall be erected or placed on any lot.
14. It shall be the responsibility of each lot owner to insure that any grading of the lot shall comply with the drainage plan. If drainage is blocked or altered by the lot owner, the lot owner shall correct the problem at his expense.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.
16. The plans for the residence and the proposed location of the residence and any other improvements on the property shall be submitted to the developer for approval, and final approval in writing by the developer must be obtained before any construction is commenced. Such plans shall also include a site plan with proposed landscaping, patio, and walkways.
17. Lot owners shall, at their sole cost and expense, repair their residence and keep it in a condition comparable to that at the time of its initial construction. If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.
18. It shall be the responsibility of each lot owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in Westwood Subdivision.
19. No trees placed on lots by the developer shall be removed from any lot without the prior written approval of the developer. In the event of the death or other destruction of a tree placed by the developer, the lot owner shall replace the tree with a tree of the same variety having a diameter of at least three inches.
20. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

21. The developer shall be Young Bullington, or such other person as he may designate in writing by an amendment to these restrictions. In the event Young Bullington should die or cease to serve as developer without having designated a successor, then by a majority vote of the lot owners, a successor developer shall be designated, with these restrictions amended to reflect such designation.

22. These protective covenants shall run with the land, and they shall be enforceable by injunctive relief or other appropriate remedy by the developer herein or by any property owner of Westwood Subdivision.

Young Bullington
 YOUNG BULLINGTON, Developer

② 5-10-02
 (Date)

COMMONWEALTH OF KENTUCKY
 COUNTY OF SIMPSON

The foregoing Restrictive Covenants were on this 10 day of May, 2002, acknowledged, subscribed, and sworn before me by Young Bullington.

My commission expires 8-13-2004.

Carolyn K. Baker
 Notary Public

Prepared By:

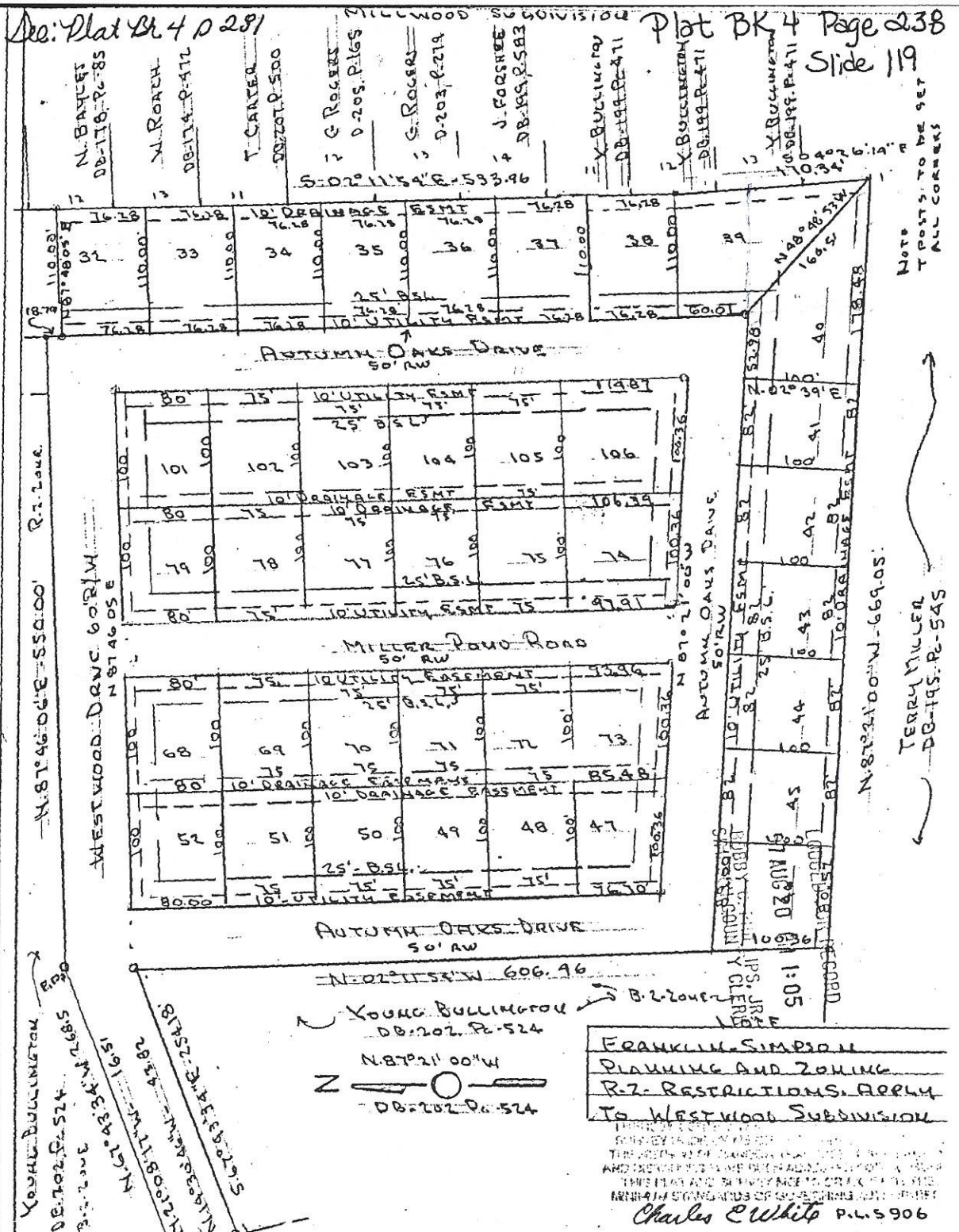
LEACH & CUMMINS
 Attorneys at Law
 200 North Main Street
 P.O. Box 425
 Franklin, KY 42135-0425
 Tele. (270) 586-9595
 Fax (270) 586-6907

G. William Leach, Jr.
 G. WILLIAM LEACH, JR.

STATE OF KENTUCKY
 COUNTY OF SIMPSON
 I, Bobby C. Phillips, Jr., Clerk of Simpson County, do certify that the foregoing instrument was this day lodged to be and is, with this and the foregoing certificate duly recorded in my office. Given under my hand this 10 day of May, 2002.
 Bobby C. Phillips, Jr., Clerk
 By Tammie Wilson D.C.

LODGED FOR RECORD
 02 MAY 10 PM 2:59
 SIMPSON COUNTY CLERK

ckb(021402)



NOTE
T POSTS TO BE SET
AT ALL CORNERS

TERRY MILLER
DG-195-RE-545

YOUNG BULLINGTON
DB-202-RE-524
N 87°21'00"W
DB-202-RE-524

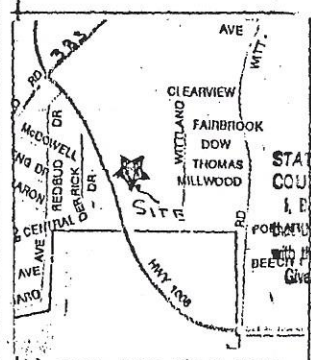
FRANKLIN SIMPSON
PLANNING AND ZONING
RZ-RESTRICTIONS APPLY
TO WESTWOOD SUBDIVISION

Charles E White P.L.S. 906

APPROVED BY
FRANKLIN-SIMPSON COUNTY
PLANNING AND ZONING COMMISSION
DATE 3 June 1991
CHAIRMAN
BLDG. INSP.

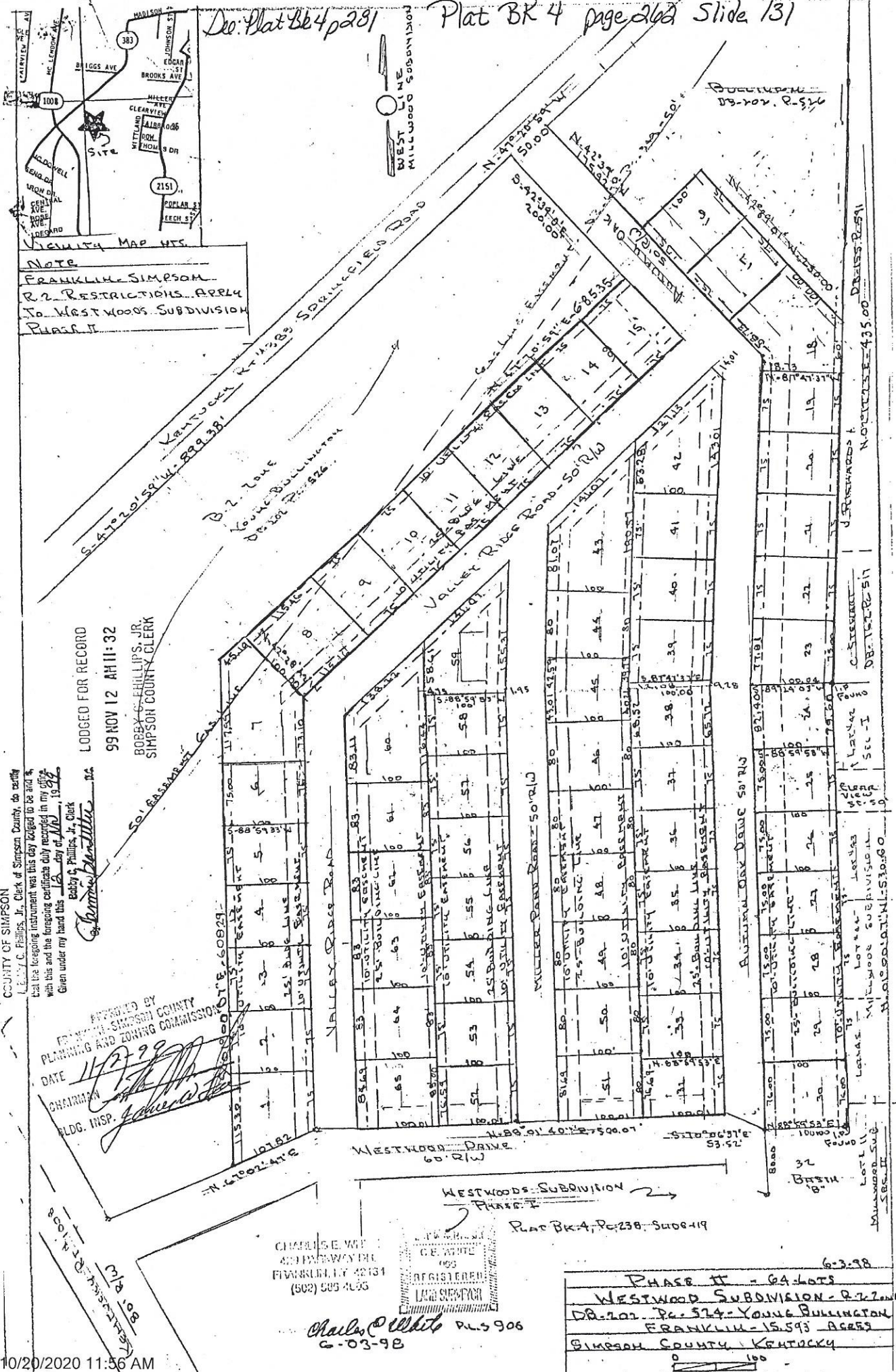
CHARLES E. WHITE
429 PARKWAY DR.
FRANKLIN, KY 42134
(502) 506-4605

STATE OF KENTUCKY
C. E. WHITE
906
REGISTERED
LAND SURVEYOR



STATE OF KENTUCKY
COUNTY OF SIMPSON
I, Bobby C. Phillips, Jr., Clerk of Simpson County, do certify that a foregoing instrument was this day lodged to be and is and the foregoing certificate duly recorded in my office. Given under my hand this 20 day of August, 1991.
Bobby C. Phillips, Jr., Clerk

Boundary Survey
SECTION 1.39, 67° 10.83A
WESTWOOD SUBDIVISION
YOUNG BULLINGTON OWNERS
DB-202-RE-524 FRANKLIN
SIMPSON COUNTY KENTUCKY
6-30-91
SCALE: 1"=100'



NOTE
FRANKLIN SIMPSON
R-2 RESTRICTIONS APPLY
TO WEST WOODS SUBDIVISION
PHASE II

LOGGED FOR RECORD
99 NOV 12 AM 11:32
BOBBY G. PHILLIPS, JR.
SIMPSON COUNTY CLERK

STATE OF KENTUCKY
COUNTY OF SIMPSON
I, LEWIS C. PHILLIPS, JR., Clerk of Simpson County, do hereby
certify that the foregoing instrument was this day lodged to be and is
with this and the foregoing certificate duly recorded in my office
Given under my hand this 12 day of NOV, 1999

APPROVED BY
PLANNING AND ZONING COMMISSION
DATE 11/2/99
CHAIRMAN [Signature]
BLDG. INSP. [Signature]

CHARLIE W. WHITE
401 HAWKWAY BL
FRANKLIN, KY 40311
(502) 585-4635

REGISTERED
LAND SURVEYOR
GEORGE WHITE
005

Charles White PLS 906
6-03-98

PHASE II - 64 LOTS
WESTWOODS SUBDIVISION - R-2 ZONING
DR. 202 Pa. 514 - Young Bullington
FRANKLIN - 15.593 ACRES
SIMPSON COUNTY, KENTUCKY