

RESTRICTIVE COVENANTS

OF

WHISPERWOOD

(A SUBDIVISION IN BARREN COUNTY, KENTUCKY)

Earl D. Wilson and C. C. Howard Gray, the owners of Whisperwood, a subdivision in Barren County, Kentucky, do hereby create the following Restrictions for all lots in said subdivision, a plat of which is of record in Plat Book 6, Page 102, office of the Barren County Court Clerk.

- 1) All lots shall be known and used as residential building lots only.
- 2) No residence shall be constructed other than a single family residence, and no residence shall exceed two full stories in height, in addition to a basement.
- 3) Only one residence shall be erected on each lot.
- 4) No mobile homes, house trailers, campers, tents, shacks, or temporary structures of any type shall be erected or maintained on any lot.
- 5) The following minimum requirements of heated living floor space shall apply to all residences erected in this subdivision, and the computation of such heated living floor space shall be by inside measurements, and shall exclude carport, garage, or any floor space below yard grade level:
 - (a) Lots 1 thru 35: 1200 square feet of heated living space if a one story residence; or 1600 square feet of heated living space if a two story residence.
 - (b) Lots 36 thru 60: 1700 square feet of heated living space if a one story residence; or 1800 square feet of heated living space if a two story residence.
- 6) The exterior finish of any residence erected on any lot shall be of wood, stone or brick, unless otherwise approved

ments of this restriction may be waived by the developers, Earl D. Wilson and C. C. Howard Gray, or their successors or assigns.

12) No lot shall be divided except when as the result of the re-division all lots involved are made equal or larger than the original lot as platted, or when two or more owners of adjacent lots desire to make minor adjustments in their lot lines involving a reduction in size of any affected lot of not more than ten percent (10%) of the total area; provided, however, the dedicators of this subdivision, Earl D. Wilson and C. C. Howard Gray, and their successors or assigns, reserve the right to re-divide any of the lots in such subdivision, without restriction.

13) No public way or private drive or road may be created or maintained through or across any lot in this subdivision which provides ingress or egress to any property not a part of this subdivision; provided, however, the developers of this subdivision, Earl D. Wilson and C. C. Howard Gray, reserve the right to use any lot in such subdivision, or any part thereof, so long as such lot or part thereof is still owned by such developers, for the purpose of providing ingress or egress from this subdivision to any adjacent property.

14) The developers of this subdivision, Earl D. Wilson and C. C. Howard Gray, reserve the right to use any lot or lots, or portions thereof, for the purpose of a community playground, and the location thereon of appropriate equipment, and for the further purpose of construction of a boat ramp or dock facility and lake access site.

15) No fences, other than those for purely decorative or ornamental purposes, shall be erected upon any lot without first obtaining the prior written consent of the developers, Earl D. Wilson and C. C. Howard Gray, or their successors or assigns. In the event written consent is not obtained, and if no suit to enjoin the use thereof has been commenced prior

as hereinafter provided. There shall be no exposed concrete block. In the event any owner desires to erect a residence with exterior siding other than that provided for in this paragraph, written consent from the developers and dedicators of these Restrictions, Earl D. Wilson and C. C. Howard Gray, or their successors or assigns, must be obtained prior to the use thereof. In the event such written consent is not obtained, and if no suit to enjoin the use thereof has been commenced prior to thirty (30) days after the completion of the installation of such siding, approval will not be required and this covenant shall be deemed to have been fully complied with.

7) There shall be only one dwelling structure on each lot, but one detached building may be erected to be used as a garage or utility building, the exterior of which shall be constructed of the same materials provided for in Paragraph (6) of these Restrictions, and same shall be located no closer to the street than the closest portion of the residence. Such garage or utility building must be constructed after or concurrently with the construction of the residence on such lot.

8) No commercial business shall be conducted upon any lot or in any residence situated upon any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance, nor shall any junk, debris, or other unrightly articles, objects or conditions be kept or maintained on any lot.

9) Each lot shall be mowed at least twice each year, by the owner.

10) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, or horses, may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11) No structure, or any part thereof, shall be erected upon any utility easement shown on the plat, nor: (a) closer than fifty (50) feet to the street, nor (b) closer than twenty (20) feet to any side lot line; provided, however, the require-