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RESTRICTIONS, RESERVATIONS AND CONDITIONS
FOR LOTS 1 through 57
OF

HANGING FORK SUBDIVISION '04 MAY 20 P2:31

0.8-344 Pg. 432

The undersigned, being the owners of HANGING FORK SUBDIVISION, hereinafter collectively referred to as the "Developer", do hereby adopt the following restrictions, reservations and conditions for Lots 1-57 and these restrictions, reservations and conditions shall be binding upon the Grantee(s), their heirs and assigns, of any of the aforesaid lots, and said restrictions, reservations and conditions shall run with the land on the aforesaid lots, to-wit:

1. Said lots shall be strictly single or multi-family residential and neither commercial nor industrial establishments may locate on said lots, and said lots are hereby removed from farm production. Only one residence may be located on each lot.
2. No part of any residence building wall, detached garage, or other outbuilding shall be closer than those shown on the plats recorded for the subject property.
3. No part of any residence building wall or attached carport or attached garage or detached garage or other out-building shall be constructed closer than 10 feet from any boundary of any lot which does not run along a street or road right-of-way.
4. No building can be constructed on any utility easement granted or reserved in the chain of title or shown on the plat of the subject property.
5. Each single family residence under 1200 sq. feet in minimum living square footage shall have a carport or garage of sufficient capacity for at least one vehicle.
6. The exterior finish of all outbuildings must be the same color as the residence, Out-buildings must be at least 10 feet by 12 feet.
7. All residences shall have inside plumbing and shall have at least one water closet, one bath or shower, one lavatory, and one kitchen sink to comply with State Code.
8. No mobile home, modular home, trailer, basement, tent, shack, or other out building shall be placed, erected or used at any time for a residence, either temporary or permanently.
9. No vehicles shall be parked with any wheel on a road or street surface. No non-operative vehicles may be located upon the above listed lots.
10. No animals, birds, insects or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets which are kept for domestic purposes only. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.
11. The street frontage of all lots shall be maintained clean and neat at all times. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept, except in sanitary containers, and all containers for storage or disposal of such material shall be kept in a clean and sanitary condition.
12. No fence shall be allowed on the front of a lot in front of any dwelling, and no barbed wire shall be allowed on any lot, except where the lot backs up to a farm. No fence shall be constructed in any right-of-way.
13. All driveways will be blacktopped or concreted from the street to the house upon completion of the construction of a residence on any of the above listed lots.

State of Kentucky, SCT
County of Lincoln, SCT
I, George O. Spoonamore, Clerk of Lincoln County
do certify that the foregoing instrument in writing was this
day filed for record in my office, and which with the
foregoing and this certificate has been duly recorded in
my said office
Given under my hand this 22 day of May 04
George O. Spoonamore, Clerk
By George O. Spoonamore

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14. No building material shall be stored on any lot for more than three (3) months prior to the start of the construction of a house and for no longer than three (3) months after completion of said house.

15. Unless otherwise permitted by the Developer, lots on which no house has been constructed shall be mowed at least four (4) times per year, and in the event the owner does not mow the lot or cause it to be mowed at reasonable intervals, same will be mowed by the developer at the expense of the owner.

16. These restrictions and conditions may be enforced by any person or entity.

17. All septic systems shall be approved by the appropriate state or local authorities and shall be in accordance with state code. Should any additional public utilities, including, but not limited to, sewer, become available for any lot, each owner of said lot shall bear the cost of all fees required to obtain such service. Anything to the contrary notwithstanding, the Developer shall have no responsibility for any fees required to provide public sewer to any lot in the development.

Dated this 8 day of ~~January~~ May, 2004.

DEVELOPER

Gary Means
GARY MEANS

Faye Means
FAYE MEANS

Paul Porter
PAUL PORTER

Tammy Porter
TAMMY PORTER

STATE OF KENTUCKY-COUNTY OF Casey

I, a Notary Public in and for the state and county aforesaid, do hereby certify that Gary Means, Faye Means, Paul Porter, and Tammy Porter, personally appeared before me and signed the foregoing instrument on behalf of said corporation, this 8 day of May, 2004.

Jill Floyd
NOTARY PUBLIC
KY STATE AT LARGE
MY COMMISSION EXPIRES: 1-24-05

Prepared By:

Jeffrey W. Jones
Jeffrey W. Jones, Attorney
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