

DECLARATION OF RESTRICTIVE COVENANTS

HAYES CREEK ESTATES

Come the undersigned, Middletown Estates, Inc., owner and Developer of Hayes Creek Estates, hereinafter referred to as the Developer and Clyde Earl Pugh and wife, Kathy Pugh and Daryl Claywell and wife, Cynthia J. Claywell, and Jones Construction, Inc., property owners, and set forth herein, a formal declaration of restrictive covenants and restrictions affecting the Hayes Creek Estates in Clinton County, Kentucky.

WHEREAS, the Developer has heretofore caused to be prepared and recorded a plat of said properties now of record in the Clinton County, Kentucky Court Clerk's Office in existing Plat Book 3, Page 56, and all amendments and additions thereto, and the Developer expressing its desire and intent to insure the best use and most appropriate development and improvement of each building site thereof, and further, to protect the owners of said building sites against improper use of surrounding building sites which would depreciate the value of their property; to preserve, so far as is practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of the said property; to encourage and secure the erection of attractive buildings thereon, and thereby so enhance the values of investments made by the purchasers and owners of said building sites therein;

THEREFORE, the Developer does hereby declare that each and every lot described in the aforesaid subdivision plat, or amendment thereto, and described in said plat or amended plat will be and are hereby subject to the following reservations, restrictions and covenants:

1. No residential structures shall be erected, altered, placed upon or permitted to remain on any tract other than one single family residential dwelling, not to exceed two and one-half stories and shall be at least 1200

square feet of heated living space (excluding garage and porches).

2. The following set-back lines for construction shall be observed: Ten (10') foot from adjoining landowners; thirty (30') foot set back from right-of-way.

3. There will be no re-subdividing of any subdivision lot or division of any lot into smaller parcels or tracts.

4. Detached garages will be permitted, but are restricted from residential and/or apartment dwelling use and shall be constructed with substantially the same exterior materials as the residence and shall blend architecturally with such residence.

5. No commercial, retail or wholesale businesses will be conducted from or on the premises of any subdivision lot.

6. Junk yards, inoperative motor vehicles, auto body shops, lumber yards, hog pens, cattle yards, chickens or other fowl and auto repair shops will not be permitted or harbored on the premises of any subdivision lot.

7. No trailer, mobile home, modular home, prefabricated home, travel trailer, shack, or other building shall be used as a temporary or permanent residence nor shall any structure of temporary character be used as a residence.

8. No noxious odors or nuisance shall be allowed to exist on the premises.

9. All cleared areas on undeveloped lots shall be mowed at least twice yearly.

10. No illegal or unlawful activity will be permitted on the premises of any subdivision lot. Further, all lot owners will comply with all federal and state environmental protection laws and local and state health laws and regulations and all lot owners will be solely responsible for complying with same.

11. It is further understood that the above restrictions and covenants herein contained shall constitute an easement and servitude in and upon the said lots or

premises and every part thereof, and that they shall be enforceable by the Developer herein, it's successors and assigns, and by the purchasers from said Developer herein, and the grantees, heirs, assigns, executors and administrators of said purchasers and further, that failure by either the Developer or by the owner of any lot in said subdivision to enforce any of the above restrictive covenants will in no event be deemed a waiver of the right to do so for the same or similar breach in the future.

12. These restrictions may be terminated, amended or declared void if, and only if, the owner or owners of all lots of Hayes Creek Estates execute and file of record in the Office of the Clinton County Court Clerk's Office a Declaration of Termination/Amendment of said covenants and restrictions, properly executed by the record title holders of all said lots.

13. Invalidation by judgment or court order of any restrictive covenant contained herein will in no way affect any of the other provisions contained in this declaration and all such other provisions will remain in full force and effect.

14. Enforcement shall be proceedings by law or in equity against any person or entity violating or attempting to violate any covenant. Relief shall be by injunctive relief or by monetary damages, or both.

15. Each restriction and covenant contained herein will be effective from the date of signing of this declaration.

This the 11th day of September, 1996.

OWNER AND DEVELOPER:

MIDDLETOWN ESTATES, INC.

BY

Eddie C. Dalton
EDDIE C. DALTON, PRESIDENT

PROPERTY OWNERS:

Clyde Earl Pugh
CLYDE EARL PUGH
Daryl Claywell
DARYL CLAYWELL

Kathy Pugh
KATHY PUGH
Cynthia J. Claywell
CYNTHIA J. CLAYWELL