

**RESTRICTIONS AND COVENANTS
OAKLEY DURHAM SUBDIVISION**

THIS STATEMENT OF RESTRICTIONS AND COVENANTS, made this the 22 day of October, 2003, by **OAKLEY DURHAM and INEZ DURHAM, his wife**, of 584 Sam Black Road, Yosemite, Kentucky 42566,

WITNESSETH:

WHEREAS, Oakley Durham and Inez Durham, his wife, are the owners of certain real property known as the **OAKLEY DURHAM SUBDIVISION** which is located on Kentucky Highway 1547 in Casey County, Kentucky, and which is shown on the plat of record in Plat Cabinet 1, Slide 502, Casey County Court Clerk's Office, and

WHEREAS, Oakley Durham and Inez Durham, his wife, wish to place upon such said real property certain restrictions and covenants as to the use and occupancy of the lots located within the said subdivision,

NOW THEREFORE, the following restrictions and covenants are made and declared to apply to all lots located within the subdivision known as **OAKLEY DURHAM SUBDIVISION**:

1. The real property shall be used solely for residential purposes and use of the real property for any business, commercial or professional purposes is specifically prohibited.
2. No modular homes, mobile homes, trailers or other removable structures shall be placed upon the real property.
3. Not more than one residence shall be erected on the real property. Any single story residence constructed on the real property shall have a minimum of One Thousand One Hundred (1,100) square feet of living space, excluding basement, garage and porches. Any two-

story residence constructed on the real property shall have a minimum of Nine Hundred (900) square feet of living space on the ground floor and Four Hundred (400) square feet of living space on the upper floor, excluding basement, garage and porches.

4. Any appurtenant structure erected in addition to the residence shall be constructed with the same wall and roof covering as the residence with the roof pitch matching the residence.

5. A residence or appurtenant structure shall not be erected closer than fifteen (15) feet from any property line and no appurtenant structure shall be erected closer to the road than the front of the main residential structure.

6. Fences and other privacy structures shall not be erected closer to the road than the front of the main residential structure, and materials used in the construction of same shall be chain link, vinyl or painted wood plank.

7. All driveways shall be finished in concrete or blacktop within six (6) months of occupancy of any residence constructed on any lot.

8. The real property shall not be subdivided or reduced to a smaller building lot.

9. No billboards or advertising signs will be permitted on the property.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on the real property except dogs, cats or other household pets provided such household pets are not raised, bred or kept on the real property for commercial purposes; any such household pets shall be restrained in such a manner so as to preclude said pets from running at large or otherwise trespassing upon other property within the subdivision.

11. No outside toilet or stable shall be erected on the real property.

12. Abandoned or inoperable vehicles, vehicle parts or pieces, or junkyards shall not be permitted on the real property.

13. All utility installations, maintenance or drainage ditches, storm sewers and sanitary sewers shall be installed and maintained in accordance with applicable codes.

14. The real property shall be maintained in a neat and orderly fashion.

15. Nuisances which interfere with the peace, quietude, comfort or serenity of the occupants of surrounding property are not permitted.

16. Any lot owner may enforce the within restrictions by appropriate legal action. Invalidation of any one or more of these covenants shall have no effect on other covenants or provisions contained herein.

17. Any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by owners of not fewer than two-thirds (2/3) of the platted lots of this subdivision provided, however, that so long as Oakley Durham and Inez Durham, his wife, are the owners of any lot, no amendment will be effective without their express written consent.

18. The within covenants shall run with the land and shall be binding upon all owners, their heirs and assigns.

WITNESS our hands on this the day and year first above written.

Oakley Durham
OAKLEY DURHAM

Inez Durham
INEZ DURHAM

STATE OF KENTUCKY
COUNTY OF CASEY

The foregoing instrument was signed and acknowledged before me by **OAKLEY DURHAM and INEZ DURHAM, his wife**, to be their free act and deed, on this the 22 day of October, 2003.

Charles A. Fox
NOTARY PUBLIC
My Comm. expires: 5/22/05

This Instrument Prepared By:

David F. McAnelly
HON. DAVID F. McANELLY
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STATE OF KENTUCKY/COUNTY OF CASEY/SCOT
I, EVA S. MILLER, CLERK IN AND FOR CASEY COUNTY,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT
OF WRITING WAS THIS 27 DAY OF OCT.
20 03 AT 3:10 P.M. LODGED FOR RECORD
WHEREUPON THE SAME WITH THE FOREGOING AND
THIS CERTIFICATE HAVE BEEN RECORDED IN MY OFFICE
IN Deed BOOK 229 PAGE 147 GIVEN UNDER MY
HAND THIS 27 DAY OF OCT. 20 03
EVA S. MILLER Eva S. Miller

RECEIVED
2003 OCT 27 PM 3 10
CASEY COUNTY CLERK
EVA S. MILLER