

DECLARATION OF RESTRICTIONS
FOR MILL STREAM ESTATES, SECTION IV

THESE RESTRICTIONS, made this 15th day of November, 1996, by ENGLISH MILL III, a Kentucky Partnership, of Shepherdsville, KY. 40165, hereinafter referred to as "Declarant".

WITNESSETH: That the Declarant is the owner of property known as MILL STREAM ESTATES, which is of record in Deed Book 382, Page 314, and Plat Cabinet 2, Slide 180, in the office of the County Clerk of Bullitt County, Kentucky, and it is the intention of the Declarant to establish a general plan for the use, occupancy and enjoyment of the subdivision, and for the mutual benefit of its present owners, all lots therein shall be subject to the following restrictions:

1. All lots shall only be used for residential purposes.
2. The ground floor area of the main structure, exclusive of open porches and garages shall not be less than 1500 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story. All garages attached to the main dwelling shall be required to have entry doors at the side or rear of the garage and no entry or service doors shall be placed on the front of the garage as facing the roadway.
3. All front exterior of any walls of any building or garage shall be covered by brick, stone or siding to ground level and no stucco shall be visible after final grading.
4. All residences shall be served by a driveway of no less than 10 feet in width and all driveways shall be entirely constructed of asphalt or concrete. Any driveway constructed on a lot shall not interfere with the natural drainage and if a culvert (15" minimum) is necessary to allow for proper flow of water, one shall be installed by the owner of the lot prior to the concreting or asphaltting of the driveway.
5. No fence or wall of any kind for any purpose shall be erected, placed or remain upon said premises nearer to any highway than the front building lines hereinafter established.
6. Grantor expressly reserved for itself, and its designee, the sole right to grant consents for the construction and operation of electric lights, telephone and telegraph pole lines, and conduits and gas lines and water lines in and upon any and all highways now existing or hereinafter created, upon which any portion of said premises shall abutt. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Except the Developer or his agent may maintain a model home or temporary Sales Office on any lot for the purposes of selling Mill Stream Estates lots only.

Mail - Suburban Court.
P.P. Bx 128
Shep. Ky 40165

8. No animals kept on property shall be allowed to run loose. 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 may be kept provided that they are not kept, bred or maintained for commercial purposes.
9. Each lot subdivided herein shall be subject to an annual maintenance charge of \$25.00 per lot per year, payable to the Developer or his assignees, the 1st day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property and lien so filed shall be automatically subordinated to any first mortgage thereafter placed on the property by a new owner.
10. Only one (1) single family residence per lot based on the original plat.
11. All residents shall refrain from parking any vehicles either personal or business related on any roadway within the subdivision.
12. Developers reserves the right to extend through any lots, roadways to adjacent property which may be developed by the Developers. This right may be assigned by the developers if in writing.
13. Developer reserves the right to subdivide any lot existing in the subdivision if necessary for obtaining the necessary Health Department Permit for an on site sewage system. No other lots shall be subdivided without written approval of the developers.
14. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.
15. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.
16. These restrictions shall be deemed to run with the land, and shall be in full force and effect for twenty (20) years, and shall be automatically extended for ten (10) year intervals thereafter unless modified in writing.
17. The lien provided for Paragraph 9, shall cease upon all lots being sold to the Developers; and it is further understood and agreed that the Developers shall not be required to contribute the annual maintenance fee as set out in the said paragraph unless the Developers have sold and repurchased a lot.
18. All garbage shall be collected at least once a week.
19. All lots must connect to the public water system when available.

20. The purchaser of any building lot(s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans may not be unreasonably withheld provided that said plans conform to the restrictions and with the general character of the development of neighboring building sites. If no person approves said plans after being submitted within seven (7) days or if no one is in existence to approve the plans and the plans comply with the restrictions and neighboring sites and are in harmony, this requirement shall be deemed waived.


21. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat.

22. Drainage culverts (15" minimum where necessary) need to meet City, County and or State requirements. It is the individual owners responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement exist. It is also the individual owners responsibility to see that the yard is properly filled in and doesn't hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swells will run on all property lines and is the individual property owners responsibility to keep them cleaned out so they drain properly. In order to establish swells any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage & re-establish sod or grass etc. etc. Furthermore it is the owners responsibility or the responsibility of the owner's contractor to repair any damages done to the street. Any said damage is to be repaired within 30 days of occurrence. The developer reserves the right to make the necessary repairs and the cost of this will become a lien upon their property.

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein written.

ENGLISH MILL III

BY:


GEORGE R. MILLER, PRESIDENT OF
SUBURBAN CONSTRUCTION AND
MANAGEMENT, INC., a Kentucky
corporation, General Partner of
English Mill III, a Kentucky
partnership