

**Amended Restrictions for Record Plat of Hurstfield Section 1 Lots 1-3 and Lots 5-18 and Hurstfield Section 2 Hardin County, Kentucky**

This Declaration of Restrictions made and executed by Glenn S. Turner and Sandra G. Turner, and Todd Darrin Turley (as in his capacity as member, signing for Turley Homes, LLC), herein called the owner(s) on 26 June 2007.

Whereas, the owner of this property desires to protect the property and neighborhood by appropriate restrictions as to the use and improvements of said lots and to make said subdivision more desirable for residential purposes. These restrictions supercede and replace any previous restrictions.

**WITNESSETH:** That the owners do hereby make and impose the following covenants and restrictions on the following described property located in Hardin County, Kentucky, to-wit:

Being Record Plat of Hurstfield Section 1 Lots 1 - 3 of same recorded in Plat Cabinet 1 Sheet 3845 in the office of the Clerk of the Hardin County Court and the Record Plat of Hurstfield Section 1 Lots 5 - 18 Amended of same recorded in Plat Cabinet 1 Sheet 4224 in the office of the Clerk of the Hardin County Court and the Record Plat of Hurstfield Section 2 as shown on plat of same recorded in Plat Cabinet 1 Sheet 4164 in the office of the Clerk of the Hardin County Court. Lot 4 contains the existing home built prior to this subdivision and is not included in these restrictions.


1. All lots shall be used for single family detached residential purposes only and no structure of any kind whatsoever as to exceed two stories in heights and there can be no more than one residence erected per lot. No apartments, hotels, or motels shall be built on any property. No house trailers allowed. All structures shall be constructed on-site. No commercial business shall be operated in any home or other building located on the property.
2. No Automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No traller, boat, truck or any other vehicle, including an automobile shall be parked on any street in the subdivision for an extended period of time.
3. No lot shall be used or maintained as dumping grounds for rubbish, trash, garbage or other waste, which shall be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. All residence must contain a minimum of 1100 square feet of living space per house. Finished basement areas, garages and open porches shall not be included in computing the total living space of any residential structure.
5. No A-frame, berm (earth sheltered) or homes built under the HUD Manufactured Housing Code (i.e. Trailer, "Double-wide" or "Mobile homes") shall be permitted for construction or erected on any lots.
6. The exterior of all residences shall be finished brick, synthetic stucco, stone or vinyl or aluminum siding. No asbestos siding, shingles, painted or stuccoed concrete blocks, tile, or brick siding shall be permitted.

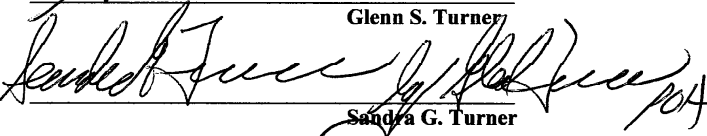
RETURN TO: Glenn S. Turner  
5735 N. DIXIE  
ELIZABETHTOWN, KY 42701


7. Any residence or detached structure shall have a roof pitch of 5/12 or more.
8. A detached structure shall have the same exterior material as the house.
9. Any portion of fence erected or placed facing any street shall not exceed six (6) feet in height and shall be constructed of wood stone, brick or rock. Any chain link fences erected in rear of residence shall be vinyl coated. No fences in front of house.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out building shall be used on any lot as a residence, either temporarily or permanently.
11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than ten (10) square feet advertising the property for sale, rent or auction, or signs used by a builder to advertise the property during the construction and sales period.
13. 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 any commercial purpose. The owners of pets shall be responsible for seeing that their pets do not enter onto other homeowner's lots.
14. Grass shall be mowed and maintained and in no case shall be taller than eight (8) inches.
15. Vacant lots must be mowed at least three (3) times per year.
16. There will be a maximum construction period of each dwelling not to exceed one year from start to completion.
17. Easements for the installation and maintenance of utilities and for drainage are reserved as shown on the recorded subdivision plat, and no structures or plantings shall be so located as to obstruct the free and clear use of said easements for the purposes intended.
18. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants or restrictions herein contained either to restrain such violation or to recover damages or other proper relief for such violations.
19. All tanks used for any purpose shall be screened from the street view. Tanks larger than 250 gallons shall be buried. .
20. After occupancy of a residence, the lot owner shall grade and seed and /or sod the lot within sixty (60) calendar days.
21. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
22. The Homeowner's Association shall have the responsibility of determining the validity of a Homeowner's complaint and shall have the right and responsibility to enforce compliance with all restrictions, including, if necessary proceeding at law or in equity against any person or persons violating attempting to violate any of the covenants or restrictions herein contained either to restrain such violation or to recover damages or other proper relief for such violations.

- 23. All owners, defined as being the record title holders, of lots in the Record Plat of Hurstfield Section 1 Lots 1 - 3 of same recorded in Plat Cabinet 1 Sheet 3845 in the office of the Clerk of the Hardin County Court or lots in the Record Plat of Hurstfield Section 1 Lots 5 - 18 Amended of same recorded in Plat Cabinet 1 Sheet 4224 in the office of the Clerk of the Hardin County Court or lots in the Record Plat of Hurstfield Section 2 as shown on plat of same recorded in Plat Cabinet 1 Sheet 4164 in the office of the Clerk of the Hardin County Court shall be members of the Hurstfield Homeowners Association which Association has been formed for the protection, maintenance and improvements of the subdivision and its common areas, and said owners shall pay all assessments, fees and dues duly adopted by the Homeowners Association according to its bylaws. The requirement of membership shall be a covenant running with the land and shall be binding upon all owners for the full period of time they own a lot or lots in said subdivision. Each owner shall have one vote for each lot owned in aforesaid subdivision(s).
- 24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (1) year from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of one (1) year unless an instrument of writing by a majority of the land owners of the lots has been recorded agreeing to change said covenants in whole or part. Landowners shall have one vote for each lot owned in Hurstfield S1 Lots 1-3 and Hurstfield Section 1 Lots 5 - 18 Amended and Hurstfield Section 2.


IN TESTIMONY WHEREOF, witness the signatures of the owners hereon this 26th day of June 2007.

  
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 Glenn S. Turner

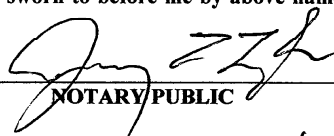
  
 \_\_\_\_\_  
 Sandra G. Turner

  
 \_\_\_\_\_  
 Todd Turley (as in his capacity as member, signing for Turley Homes, LLC)

State of Kentucky  
 County of Hardin


APR HOUSING TRUST FUND  
 SEE PD. ST. CLK. 78  
 2001 JUN 26 P 12:25  
 2001 JUN 26 P 12:25  
 KENNETH L. TABB  
 HARDIN COUNTY CLERK  
 BY  D.C.

Subscribed and sworn to before me by above names (owner/s) this the 26th day of June 2007.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission expires: 01/29/2010

PREPARED BY: Glenn S. Turner  
5735 N. Dixie Hwy  
Elizabethtown, KY 42701

STATE OF KENTUCKY  
 COUNTY OF HARDIN SCT  
 KENNETH L. TABB, CLERK OF SAID  
 COUNTY COURT, HEREBY CERTIFY  
 THAT THE FOREGOING INSTRUMENT  
 HAS BEEN DULY RECORDED IN BOOK  
 1231 PAGE 438 IN MY  
 SAID OFFICE.  
 BY  D.C.