

DECLARATION OF CONVENANTS, CONDITIONS, AND RESTRICTIONS

The undersigned, **Catherine Grubbs, as Executor of both the ESTATE of MARIE A. CADWELL and the ESTATE of CHARLES ALAN CALDWELL** (“Declarant”), does this ____ day of _____, 2025, adopt the following COVENANTS, CONDITIONS, AND RESTRICTIONS, for the CALDWELL LAND DIVISION #1 (Map No. 32-009).

WITNESSETH: The undersigned being the owners of property located at 1291 Dragway Lane, Campbellsville, Kentucky 42718 in Taylor County, Kentucky, as shown by deed recorded in Deed Book 186, Page 630 in the office of the Taylor County Clerk, do hereby adopt the following COVENANTS, CONDITIONS, and RESTRICTIONS, which shall apply to all of the tracts as shown on the plat styled by CALDWELL LAND DIVISION #1 (Map No. 32-009), which plat is recorded in Plat Cabinet ___, Page ___, in the office of the Taylor County Clerk.

The parties hereto intending to establish a general plan for the use, occupancy, and enjoyment of said division hereby declare that for the mutual benefit of its present and future owners, all tracts therein shall be subject to the following CONDITIONS AND RESTRICTIONS:

1. No junk, junk vehicles, or inoperative vehicles shall be permitted on property except in enclosed structures where the same shall not be visible from adjoining property owners or rights-of-way.
2. The real estate shall not be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste shall be kept in sanitary containers. Equipment used for the storage or disposal of such matter shall be kept in a clean and sanitary condition.
3. There shall be no privy or outside toilet of any sort permitted to be constructed or maintained on any said lots. Sewage disposal system and drinking water facilities shall be installed and maintained in conformance with all applicable local, state, and federal regulations. Only waste from the animals allowed shall be permitted.
4. There shall be no commercial cow lots, hog lots, chicken houses, commercial dog kennels, or any over population of animals. Nor any animal or animals that would constitute as an annoyance. Property owners may not harbor vicious animals as regulated by county and state restrictions.

5. There shall be no obnoxious or offensive trade or activity being carried out on or upon the real estate nor shall anything be done thereon which may become an annoyance to the neighborhood.
6. There shall be no commercial signage of any sort allowed on any lot with the exception of for sale signs, security signs, and address signs.
7. There shall be no commercial salvage yards, cars, trucks, or any type of automotive, off-road vehicles, farm machinery, commercial vehicle, or heavy equipment. No commercial welding shop, farm machinery repair shop, or any type of sawmill.
8. All tracts being sold are subject to Taylor County Fiscal Court Ordinance 920.0 "Right to Farm Act", meaning normal agricultural practices are allowed on any and all tracts that would be suitable for farming.
9. No right-of-way shall be used for ingress or egress for any properties not part of this subdivision.
10. Colors used for all structures and buildings shall be harmonious and compatible with the natural surroundings and adjacent buildings. No neon or florescent colors may be used. All tracts permit accessory trailers (hauling type trailers, i.e. transport trailers), garage, and storage buildings. All buildings are to be constructed with new material and not re-used or recycled material. All buildings are to be secured in the ground or set on a solid foundation.
11. There shall be no single-wide mobile home residence with exception of existing homes. No semi-trailers, or shipping-type containers may be used for home or storage on the property.
12. All lots are to be developed in such a manner that no on street parking will be required.
13. No structures or improvements other than a driveway may be built within 10 feet of any property lines and easements due to a 10-foot setback for general utilities on the lines. There shall be a 15-foot setback for general utility easements and a 25-foot setback on the ingress and egress roadway.
14. No tract shall be subdivided into a parcel containing less than three-fourths ($\frac{3}{4}$) of an acre. Each subdivision of any tract shall constitute a separate tract, and each such tract shall be subject to all covenants, conditions, restrictions, agreements, and easements set forth upon the plat styled Caldwell Land Division #1 (Map No. 32-009), of record in Plat Cabinet ___, Page ___, in the Office of the Taylor County Clerk, which provisions are applicable to all

tracts shown thereon. In addition, each tract hereafter created by subdivision shall be subject to this Declaration of Covenants.

15. There shall be only one residential dwelling per lot. It must contain 1,000 square feet of heated floor space exclusive of garage or carport. (i.e.: can have one of the following camper (travel trailer), RV, manufactured cabin, mini home, micro-house, etc). If no dwelling, may have any 2 of the aforementioned.
16. Duplex is permitted, where county restrictions and zoning allow, but must have a minimum of 800 square feet per unit.
17. Campers and RVs must be in good working order, clean and neat in appearance, and can be parked under structures. Campers and RVS can have decks. Travel trailers are to be occupied on a temporary basis only and may not be utilized as apartment dwellings.
18. Tents and yurts are to be set up for occasional use only upon the property. Occasional use shall be defined as not exceeding 2 consecutive weeks or not exceeding any 3 weeks of any consecutive 4-week period.
19. If a lot is being used for commercial purposes, the property owner may use the property for occasional events. Occasional shall be defined as no more than twice a year.
20. These covenants shall run with the land and be binding on all owners of property whose deeds contain the same covenants and restrictions, their heirs and assigns, until such time as all of said owners and developers, or their successors in interest, herein agree to change the restrictions and covenants in whole or in part. If any lot owner, their successors in interest or assignees, shall violate or shall attempt to violate any of the covenants herein mentioned, it shall be lawful for any lot owner in said subdivision to prosecute any persons violating or attempting to violate any such covenants, or either to prevent him or them from doing so or to recover damages or other dues for such violation.

IN TESTIMONY WHEREOF, WITNESS the signatures of the parties hereto as of the day and year first above written.

DECLARANT:

ESTATE OF MARIE A. CALDWELL