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P81 Pg 100

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS AFFECTING SPRING CREEK  
AIRPORT ESTATES

Ewert Wilson of Albany, Ky. hereby sets forth the declaration of protective covenants, conditions and easements affecting SPRING CREEK AIRPORT ESTATES; Ewert Wilson to hereforth be referred to as DEVELOPER.

Whereas, the DEVELOPER heretofore has caused to be prepared and filed for record a plat of survey creating the aforesaid Estates consisting of 16 (sixteen) lots contained in one (1) Block, which subdivision survey plat was recorded in the Recorder's Office of Clinton County, Kentucky, on April 22, 77 as Spring Creek Airport Estates, and hereinafter referred to as "legal plat" and

Whereas the purpose of this declaration are to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as is practical, the natural beauty of said property; to guard against the erection thereof poorly designed or proportioned structures; and structures build of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on buildings sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high quality of improvement on said property, and thereby to enhance the values of investments made by the purchasers of building sites therein; and

Whereas, it is the desire and the intention of the DEVELOPER to encourage prospective purchasers of lots, both vacant and improved, in the subdivision, to buy such lots and to build artistic homes with grounds suitably mowed, lawned and landscaped, all in keeping with the general scheme of development, and to secure to such purchasers in the building of such homes protection against the construction and maintenance of any structure or building not in keeping with such general scheme of development, all to the end that Spring Creek Airport Estates shall be developed as a high type community, and to establish and fix conditions in said estates and the neighborhood in which it is located for such reasonable and sufficient period of time as to warranty the development of such character within the estates.

Therefore, the DEVELOPER does hereby declare that each and all of the 16 lots contained in said ESTATE and described in the "legal Plat" shall be and are hereby subject to the following reservations, easements, building lines, setbacks, building restrictions, conditions, rights, powers, charges, exemptions and agreements; and that all of said reservations obligations, easements, building lines, setbacks, building restrictions, conditions, rights, powers, charges, exemptions and agreements affecting any lot or part of a lot in the ESTATES shall benefit every other lot or part of lot in said ESTATES; and that each lot or portion of ESTATES sold, assigned or conveyed shall be subject to such reservations, obligations, easements, building lines, setbacks, building, restrictions, conditions rights, powers, charges, and exemption and agreements;

1. The developer shall have the right to grant easements for the construction, erection and maintenance of the sanitary and storm sewer lines; or sanitary systems, and telephone lines and electric lines, and the installation of subsidiary pipes, wires and cables extending from subways in, over and thru, under and along the front and rear of all lots as the same are portrayed in the said "legal plat" herein referred to and to construct or install underground or overground conduits or cables along property at such points as are necessary.

2. All of the said lots shall be used for single family, private dwellings, which dwellings shall be not more than two and one half stories high and no building or structure of any kind whatsoever with the exception of one airplane hanger for owners personal airplane or airplanes shall be erected, altered, reconstructed or maintained or permitted to remain on any building site except single family dwelling houses with attached garages not to exceed 3 automobiles. Each dwelling house shall be designed or erected for occupancy by private family and no more than one such single family dwelling house with attached garage shall be built on any of said lots.

3. No dwelling house or residence shall be constructed or maintained upon any of the lots or parts thereof as hereinafter designated, unless such dwelling house of residence shall contain the following minimum square feet of living space exclusive of basement, breezeway, garage, porch;

(a) One story building- 1000 square ft.

(b) Two story or bi-level building- 1200 ft.

(c) All hangars shall be constructed with substantially the same exterior material as the residence and shall blend architecturally with such residence.

4. No building shall be erected (to include hangar), placed or altered on any premises in said ESTATES until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with the existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by Ewert Wilson or an architectural committee consisting of three persons who shall be selected by the above two persons. In the event that said Committee or the above representatives fail to approve or disapprove such design within 60 days after said plans and specifications have been submitted to it and proper receipt given therefore or, in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this declaration will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative nor the above two named, shall be entitled to any compensation for the services performed pursuant to this declaration.

5. No fence shall be build, constructed or maintained on any part of such lot between the lots or between the lot and the airport right of way in excess of 4 (four) feet in height and such fence shall be a standard pipe fence or comparable or may be made of good pickets separated by opening of not less than two inches.

6. No chickens or other fowl or livestock, except normal household pet, shall be kept or harbored on any of said lots.

7. No junked aircraft or aircrafts under repair or overhaul shall be kept on these premises unless hangared.

8. No non running autos shall be kept on these premises for more than 60 days.

9. Any side drive constructed may not extend closer than four feet to the side lot line. Any building may not extend closer than ten feet to side lot line. Burning of trash will not be allowed. All vacant lots must be kept clear of tall grass and weeds.

10. Each owner of any platted lot herein shall undertake to grade or have grade the front and rear yards of each lot, in accordance with that established and recognized engineering practices in order that proper drainage for surface water and septic tank fields shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, DEVELOPER is herewith held harmless from any and all consequences to adjacent lots and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration as provided. In the event that dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the lot or used as terracing immediately adjacent to the house foundation only.

11. Each and all the restrictions conditions, covenants, charges, easements and agreements herein contained shall continue and be binding upon the owners of each lot and their successors and assigns, for the period from this date of signing by Developer, hereon and shall be in no event limited in any specific period of time.

12. Notwithstanding the previous paragraph (#3) regarding living space minimum, the Developer expressly reserved the right in his sole discretion to either increase or decrease the minimum square footage of living space for any residence that may hereinafter be constructed on any lot in SUBDIVISION provided, however, that such decrease, if any shall not be more than ten percent of the minimum as expressed in paragraph #3 above.

13. Each lot owner prior to using the landing strip shall show proof that he as in force aircraft personal injury and property damage insurance for the operation of civil aircraft and it is further made Declaration that Developer is not responsible for accidents of owners and/or their visitors.

14. It is further agreed that the above obligations, reservations, easements, building lines, setback, building restrictions, conditions rights, and powers, charges, exceptions and agreements herein contained shall constitute an easement and servitude in and upon the said lots or premises and every part thereof, and that they shall run with the land and shall be enforceable by the DEVELOPER herein, its successors and assigns, and by the purchaser from the said developer herein and the grantees and heirs, executors, administrators, successors and assigns of said purchaser; and further that failure by either the DEVELOPER or by the owner of any lot in said ESTATES OR any property owners' association to enforce any of the above DECLARATION shall in no event be deemed a waiver and breach of the right to do the same and breach in the future.

15. Invalidation of any of the above DECLARATIONS herein contained by judgement or court order shall in no way affect any of the other provisions contained in this DECLARATION OF RESTRICTIONS, and all such other provisions shall remain in full force.

16. The rights reserved in this DECLARATION to the DEVELOPER shall apply with equal force and effect to his successors and assigns, including any property owners' association by it formed in connection with the maintenance and preservation of the covenants, conditions, right and privileges created herein.

/s/ Ewert Wilson  
Ewert Wilson

This instrument prepared by:

/s/ Ewert Wilson  
Ewert Wilson

COMMONWEALTH OF KENTUCKY  
COUNTY OF CLINTON

The foregoing instrument was acknowledged before me this 22nd day of April, 1977.

My commission expires March 5, 1979.

/s/ William N. Nolan  
Notary Public  
Kentucky State at Large

Seal Affixed

STATE OF KENTUCKY  
COUNTY OF CLINTON) SCT.

I, Robert M. Reneau, Clerk of County Court for State and County aforesaid certify that the foregoing Instrument was on the 22nd day of April, 1977, lodged for record in my office at 3:30 P.M. Whereupon the same with the foregoing and this certificate have been duly recorded in Deed Book No. 59, page nos. 232-234.

GIVEN UNDER MY HAND, This the 3rd day of May, 1977.

ROBERT M. RENEAU, CLERK

BY: Robert M. Reneau  
Deputy Clerk

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