

RESTRICTIONS OF FALWELL ESTATES SUBDIVISION

Property of
CPFF, LLC, A KENTUCKY LIMITED LIABILITY COMPANY
Murray, Calloway County, Kentucky

1334 Wiswell Road Murray, KY 42071
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1. **LAND USE** – The property shall be used for single family residential purpose only. No more than (1) single family residence with attached, semi-attached or detached garage for at least two (2) automobiles shall be constructed or permitted on any lot.

Any other structures must have special permission in writing from the developers or all homeowners.

2. **RESIDENCE AND GARAGE** – Any residence constructed on a lot shall have a minimum ground floor area of twenty-two hundred (2,200) square feet of heated living area for a single story, or, eighteen hundred (1800) square feet for a one and a half (1 ½) story, or eleven hundred (1100) square feet for a two (2) story residence on lots 0.515 acres or less, exclusive of basement, garages, elevated decks, patios and porches. Each residence shall be permitted an attached, semi-attached or detached garage for at least two (2) passenger automobiles with access from either the side or rear of the residence. No garages shall open to the front of the residence.

House Plans are subject to final approval by developers.

3. **QUALITY AND MATERIALS** – Each residence shall be constructed from new quality materials and in a workmanlike manner. The exterior façade of each structure shall consist of at least 20% brick, stone or a combination there of, but in no event shall any masonry blocks be exposed. Vinyl may be used for all overhangs (trim) on the exterior if desired. No mobile homes, double-wide manufactured homes, log cabins, log homes or A-frame structures shall be permitted upon any lot.
4. **BUILDING SETBACKS AND EASEMENTS** – Building setbacks and all easements for installation and maintenance of utilities, drainage facilities and public utilities are reserved as shown on plat as follows:

Front Lot Line As indicated on plat of Falwell Estates Subdivision

Side Lot Line Fifteen Feet (15')

Rear Lot Line Twenty-Five Feet (25')

Accessory Building Minimum Five Feet (5') but shall not encroach upon any public utility easement.

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5. **DRAINAGE** – The natural drainage of any lot shall not be disturbed. Where driveways are constructed across a natural drainage way, storm water drainage pipe of adequate size shall be required. Minimum pipe size under any driveway shall not be less than fifteen inches (15”) inside diameter or the equivalent.
6. **FENCES** – No fence of any kind may be extended toward the front property line beyond the public utility easements. No barbed wire, chain-link or American wire fencing shall be permitted.
7. **ANIMALS** – No animals or birds, other than household pets may be kept on any lot within this subdivision.
8. **RE-SUBDIVISION** – No lot in Falwell Estates Subdivision shall be re-subdivided into a smaller lot. Two or more lots may be combined for the construction of one single family residence with an attached or semi-attached garage for at least two (2) passenger automobiles, in which case the set back lines will be deemed to be measured from the outside perimeter of the combined lots and interior lot lines to be abolished. In the event a lot in this subdivision is re-subdivided into two (2) or more lots for the purpose of increasing the size of adjoining lots, the adjoining lot lines shall be changed and enlarged to include the additional portion of the lot that is re-subdivided and the provisions of these restrictions shall apply only to the new lot lines. Interior lot lines to be abolished.
9. **NUISANCES** – No obnoxious or offense activity shall be allowed on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood including outside dog pens or dog houses.

No trailer, basement, tent, shack, garage or other temporary building erected on the property shall at any time be used as a residence, temporary or permanently.

No unlicensed, junked or salvage vehicles, boats or other offensive items may be kept on the property.

No outside toilet or privy shall be maintained on any lot in the subdivision. All plumbing and electrical shall conform to the minimum requirements of Calloway County and the State of Kentucky regulations.

No outbuilding may be constructed, altered or enlarged at any time without the prior written approval of the developers and the adjoining property owners.

10. **SIGNS** – No signs of any kind shall be exhibited in any way on or above the property of this subdivision other than one (1) sign advertising premises for sale or rent, and of a size to meet the City of Murray sign regulations.

11. **DRIVEWAYS** – All driveways shall be of hard surface construction and shall be either concrete or bituminous paved surface.

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12. **LANDSCAPING** – Weather permitting, within six (6) months after completion of any residence, all property must be graded, seeded and landscaped.

It is the obligation of the owner of each lot to maintain, mow and keep the property in a presentable condition. The absolute right is reserved by the developer to cut grass and weeds at the lot owner's expense on any unimproved lot at any time.

13. **TERM** – These covenants and restrictions are to run with the land and shall be binding upon all persons and upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

14. **SEVER ABILITY** – The invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

15. **ENFORCEMENT** – Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate these covenants and restrictions, either to restrain the violation and/or recover damages. The prevailing party in an enforcement action shall be entitled to attorney fees and costs incurred in enforcing these covenants and restrictions.

16. **HOMEOWNERS ASSOCIATION** – A Homeowners Association will be formed when at least **50%** of the lots are sold. Prior to the Homeowners Association being formed the developer will be responsible for all improvements such as maintenance of trees, fences, fountains, landscaping and other amenities but will not include any utility lines or services. Homeowner's association will be responsible for maintaining stormwater detention basin.