

COVENANTS AND RESTRICTIONS AYLY ESTATES SUBDIVISION

1. Dwellings: The Property shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any portion of the said lots other than one (1) single family dwelling and (1) detached out building or garage. All living dwellings may have an attached, private garage for the parking of at least one (1) automobile. Any other structures must have special permission in writing from the developer.
2. Building square foot requirements: All single family dwellings constructed in this subdivision shall have a ground floor area of not less than thirteen hundred (1300) square feet. This square footage shall be exclusive of open portions (Patios, Elevated decks, Porches, etc.), garages, carports, and basements.
3. 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 or as follows:

A.Front lot line	Varies – see plan 35’
B.Side lot line	Ten (10) feet
C. Rear lot line	fifteen (15) feet
4. 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 provided. Minimum pipe size under any driveway shall not be less than fifteen inches (15"), inside diameter or the equivalent and must be metal CMP or HDPE with a concrete or decorative headwall covering any visible termination of Pipes.
5. Construction techniques: All family dwellings constructed in this subdivision shall be of new materials. The exterior building material on the front side (facing street) of all single family structures to be erected in this subdivision shall be at least 20% brick, stone, or a combination thereof used with discriminating taste. All foundations and steps on the front or side of the home (visible from a street) must be 100% brick or stone. Vinyl or other products may be used for all overhangs (trim), and on the remaining walls on each side and the rear of the home. Block foundations on the side and back of the home are required to be covered. No log cabins, log homes, commercial buildings, or A-frame structures shall be constructed upon any lot. Construction of any house should be completed within one (1) year after breaking ground, weather permitting. Minimum roof pitch is to be 6:12 on all portions of the residence and outbuildings.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. This includes; outside dog pens or dog houses, unlicensed cars, junked or salvaged vehicles, salvage or unlicensed boats RV's or other offensive items shall not be kept on any lot. Offensive odors or noises such as but not limited to barking pets, etc... are not permitted.
7. No trailer, basement, tent, shack, garage, barn, or any other building will at any time be used for a residence, temporarily or permanently, nor will any structure of a temporary nature be used as a residence.
8. Animals: No animals or birds, other than household pets will be kept on any lot.
9. No outside toilet or privy will be maintained on any lot In this subdivision. All plumbing and electrical shall conform to the minimum requirements of The City of Mayfield, Graves County, and State of Kentucky requirements.
10. Outbuildings: One outbuilding is permitted on each lot. Out buildings may only be constructed

during or after the construction of a residence on that lot. Absolutely no out buildings are permitted on lots before the primary residence are under construction. Outbuilding must be of quality wood frame construction with exterior of vinyl siding or brick of matching color to the home. All out buildings must be in the rear of the home behind the rear wall of the house, and within all building setbacks.

11. Signs: No signs of any kind shall be exhibited in any way on or above the property of the subdivision other than one (1) advertising premises for sale or rent, of size that matches standard real estate signs.

12. Fences: Fences may be permitted in the development but must meet these minimum requirements. Fences must be at a minimum coated chain link. No fence may be extended toward the front property line beyond the rear wall of the residence. All fences are to be kept in good repair and aesthetically pleasing.

13. Driveways: All driveways shall be of hard surface construction and surfacing shall be Portland cement concrete or asphalt pavement. Driveways to be complete prior to Certificate of Occupancy

14. Lawn: Weather permitting within six (6) months after completion of any dwelling, all property must be graded, seeded and landscaped with at least six (6) pieces of shrubbery.

15. Lawn upkeep: 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.

1. Side Walks: Sidewalks visible from the street to the house must be constructed to replicate the sidewalks throughout the development. All sidewalks must be 4 feet minimum in width and constructed of Portland cement or decorative paving.

2. Mailboxes/Light posts: Each residence shall be allowed a mail box displaying the address of such residence, and all mail boxes shall be maintained in a neat and attractive fashion. All mail boxes within this subdivision are to be of the like design and of the color black. Initial mail box model will be provided by the developer.

Matching street light posts for individual lots required by the plat will be provided by the developer. The street lights must be maintained and installed by the lot owner.

3. 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 are recorded, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part.

4. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

5. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force.

6. In the event a lot as platted on the plat of record for the subdivision is re-subdivided into two (2) or more lots for the purpose of increasing the size of the 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 new lot lines. Interior lot lines are to be omitted.

7. In the event two or more lots are combined for the construction of a single residence, the provisions of these restrictions will apply only to the outside lot lines of all the combined

lots upon which a single residence is constructed. Interior lot lines are to be omitted.

8. No lot shall be subdivided for multiple residences.

9. Any restriction contained herein may be waived by the execution of a waiver of restrictions pursued by the developer.

10. This is an All electric subdivision. All the energy needs served exclusively by West Kentucky Rural Electric Cooperative. No natural gas lines shall be installed within the subdivision and no propane gas connections shall be made.