

PROTECTIVE COVENANTS
FOR
LA BARRI SUBDIVISION

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Whereas, the Developer, EMD Properties, LLC, desires to impose certain restrictions and reservations upon the real estate known as La Barri of record in Plat Section "M", Page 1366, McCracken County Clerk's Office. Each lot owner shall take title to their respective property subject to the conditions, restrictions and reservations set forth below, which shall herein after, run with the land and be binding upon the lot owners, their heirs and assigns. The objective of La Barri is to establish a neighborhood with the style of a quaint European town; keeping all the exteriors of homes in a compatible color scheme, roof colors to be the same shade, and stone and brick to be in shades of grays, taupe and beige.

1. Each lot in the subdivision shall be used for single family or townhomes residential purposes only. No single lot shall be re-subdivided into smaller lots for the purpose of permitting the construction of more than one residential dwelling unit on said lot. This development shall consist of the types of residential structures described as follows:
 - (a) Single family dwellings only may be constructed, and shall have a minimum square footage of living area for the first floor of 2,200 square feet, if a one level residence. Multi-level dwellings shall have a minimum living area on the ground level of 2,200 square feet. This square footage restriction shall be computed exclusive of porches, attics, patios, carport, garage, breezeways, or basement or other appendages.
 - (b) The height of any structure shall not exceed two stories above a basement.
 - (c) All homes must be of new construction at the site. There shall be no "a frame" or log home type structures within this development. All homes shall be "French Country" in design and no modern or California type designs shall be permitted.
 - (d) No residential building shall be constructed with any siding material other than brick, stone, exposed aggregate, weathered alloys, or other materials approved in writing by the Developer, or the architectural control committee. Vinyl may be used for exterior trim only, i.e. soffits, eaves, etc. No aluminum siding may be used. No metal roofs may be used.
 - (e) Except for cantilever type construction, foundations will be continuous around the entire periphery of the structure, except for space doors and windows, if such are used.
 - (f) The front of dwellings shall face as approved by the Developer and/or the architectural control committee. Ingress and egress to each dwelling shall be from the subdivision streets and no access shall be permitted from adjacent public or private roads.

- (g) The design and architecture of the residential structure will be evaluated based upon its compatibility and relationship to the landscape of the lot, the other dwellings within the subdivision and these restrictive covenants and approved by the Architectural Committee.
2. No dwelling or other structure of any kind will be erected or added to an existing structure on any lot prior to the approval of the location and design, in writing, by the Developer or architectural control committee designated by the Developer for said purpose. Such approval or disapproval shall be within the sole discretion of the Developer or architectural control committee and shall be final, without right of appeal. Approval shall be obtained by submitting one copy of the proposed plans and specifications along with a site plan showing the proposed location of the improvements. If approval or disapproval is not granted within 30 days from receipt thereof by the Developer, his agent or committee, then approval shall be waived.
 3. No trailer, mobile home, recreational vehicle, basement only, tent or other type or out building shall be used as a residence on any lot, either temporary or permanent, at any time.
 4. No above ground storage tanks for gas, water or any other liquid shall be permitted in this development except for small propane tanks affixed or connected to gas grills. Additionally, antennas, radio towers, and similar structures shall be prohibited. Satellite receiver dishes shall be permitted to the extent that they are screened from view from the street(s) adjacent to said lot.
 5. No business, trade, commercial or professional activity of any type or noxious or offensive hobby or activity will be permitted on any lot or in any area of the subdivision. Non-licensed vehicles (excepting only golf carts) shall not be permitted within the subdivision, including but not limited to go-karts, dirt bikes, four-wheelers, and other such vehicles.
 6. No sign or other advertising media shall be erected or maintained on any lot, except one professionally lettered sign erected by a builder, realtor or owner advertising the residence and/or lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.
 7. No subdivision resident or guest of said resident shall store or park any boat, trailer, recreational vehicle or any other similar vehicle in the front yard of his residence or street adjacent thereto. Any boat, trailer, recreational vehicle or any other similar type vehicle may be kept on the premises providing same is kept in a garage or screened from view from all sides of the property. No vehicles shall be parked on the streets of the subdivision except as necessary for special and temporary occasions, without permission from Homeowners Association.

8. No farm animals of any kind shall be permitted on any lot. Household pets are permitted in the subdivision provided that the owner of said pets does not permit them to become a nuisance to the neighborhood. Household pets must be confined to the property of the owner and not allowed to roam the neighborhood. Enforcement hereof may be by any resident causing same to be removed by the dog warden and/or injunctive relief with all costs and attorney fees of said action to be paid by the pet owner. No commercial dog kennel or other animal kennel shall be maintained on any lot. For purposes hereof, commercial kennel shall be defined as housing more than two adult dogs or other animals. No garden may be maintained within view of street.
9. Perpetual easements are reserved as shown and noted on the final plat of subdivision for use for public utility, drainage, and maintenance of adjoining roadways. The easements shall include the rights of ingress and egress by the employees and agents of parties using said easement and shall permit the trimming and removal of shrubs, trees, or other vegetation which interfere or threaten to interfere with the operation of any utility within the easement. No permanent structure shall be permitted within the limits of these easements.
10. Subject to the public utilities and drainage easements herein reserved and shown on the final plat or plats, fences may be erected upon written approval of the Developer or architectural control committee designated by it. No fence shall be erected or maintained on any lot which is nearer to the front property line than the back wall of the residence located thereon. No fence or wall shall exceed a height of eight (8) feet. No chain link fences shall be permitted within the subdivision.
11. The cost and expenses for the construction, maintenance, repair and/or replacement to the entrance, signage, green areas, lighting and all other common areas, improved and unimproved, and landscaped areas of LaBarri, insurance expense as well as any other expenses deemed necessary by the homeowners association, shall be assessed to each lot on an equal basis, and the owner(s) of each lot shall be jointly and severally liable for such assessment. The determination of the need for any repair and/or replacement of same and the assessment therefore shall be made by the homeowners association. The assessment against each lot, and the owners thereof, shall constitute a lien against such lot. The owners of such lot shall pay and satisfy all assessments made by the homeowners association within thirty (30) days following notice thereof. In the event any owner(s) shall fail to pay or satisfy such assessment within such period of time, the homeowners association, or any member thereof, shall have the right to enforce such assessment through judicial means, and shall have the right to foreclose upon the lien against such lot. In the event of such failure of payment, the owner(s) shall be additionally liable to the homeowners association, or any member thereof, for any collection costs and expenses incurred, including interest, reasonable attorney's fees, and court costs. The lien in favor of the homeowners association created by this instrument is subordinate to a valid mortgage lien.

12. Developer shall establish a uniform mail box and mail box location system, which shall be maintained by the homeowners association. No individual mailbox receptacle in any resident's yard.
13. The subdivision as shown by the final plat or plats of record and the restrictive covenants herein above stated, shall remain operative as to all lots shown on the aforesaid plat. Developer has the continuing right to make changes in the subdivision layout as to "green areas", beautification easements, or public facilities as shown thereon, and no final dedication of the "green areas", beautification easements, or public facilities are to be made until sale of all lots in the development unless otherwise provided in writing by the Developer.
14. The Developer shall further be permitted to modify and/or relocate easements as shown on plats of the development from time to time as required to comply with the orderly development of the subdivision with the understanding that any easements that are changed, altered, or deleted shall be replaced by other easements so that each lot shall be properly served by public utilities. No consent of owners of lots in this development, nor consent of providers of the various utilities shall be required for alteration or deletion of said easements prior to said easements being utilized by a public utility provider.
15. No rubbish, trash, or garbage receptacle shall be placed on the exterior of a lot except on the day of regularly scheduled collection. Any and all garbage cans, refuse, or storage piles placed on any lot, whether temporary or permanent, shall be concealed from view neighboring lots, roads, streets, and open areas.
16. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. Construction of homes shall be completed no later than 12 months from the City permitted date for construction.
17. All utility meters, air conditioning compressors, heating units, and other like equipment shall not be visible from neighboring lots, roads, streets, and open areas, and shall be properly screened from sight.
18. No detached buildings, such as garages and outbuildings may be constructed without written approval of the Developer or architectural control committee and permitted by the City of Paducah.
19. No trees shall be removed without permission of Developer.
20. Any violation or attempted violation of any of the foregoing restrictions by any lot owner can be the subject of any appropriate proceeding at law or in equity, to be brought by the Developer, lot owner or homeowners association to enforce compliance. If any of these restrictions are declared void by any court of law, the remainder of these covenants shall remain in full force and effect.

