

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
EMERSON PLACE SUBDIVISION



THIS DECLARATION, made on the date hereinafter set forth by the developer of  
Emerson Place Subdivision, hereinafter referred to as "Declarant." 075

W I T N E S S E T H:

WHEREAS, the Declarant is owner of a certain tract of real estate located in Christian  
County, Kentucky which is described more fully as follows:

Emerson Place Subdivision, which plat of which is recorded in Plat  
Cabinet 1, File 251, Christian County Clerk's Office, to which  
reference is hereby made for a more detailed description.

Declarant will convey said property subject to certain covenants, conditions, restrictions,  
and provisions as set forth herein. These covenants, restrictions, and conditions shall run with  
the real estate and shall be binding to all parties having or acquiring any right, title, or interest  
in the described property or any part thereof and shall inure to the benefit of each owner thereof.

1. **Application of Code and Zoning Regulations.** Improvements to any lots shall  
comply with applicable planning, zoning and building construction regulations.

2. **Drainage.** The owner of each individual lot or lots shall furnish and install an  
adequate drainage tile under the driveway leading from the street to the lot and shall do nothing  
to obstruct the natural flow of water in drainage ditches and easements of said subdivision.

3. **Residential Use.** All lots are zoned and shall be known as residential lots and no  
commercial structure shall be erected or placed on any of said lots. All lots shall contain single  
family dwellings, not to exceed two and one-half (2-1/2) stories in height and not to exceed an  
overall height of thirty-five (35) feet as measured from front yard average grade. Each dwelling  
shall have a private garage or carport as restricted elsewhere in this Declaration.

4. **Set Back Lines.** No building shall be located nearer than fifty (50) feet to the  
front lot line of any lot. No building shall be located nearer than twenty-five (25) feet from the  
side line on all corner lots, or nearer than fifteen (15) feet from the side line of other lots, or  
nearer than twenty-five (25) feet from the rear line of any lot. No building shall be located on  
less than one lot as lots are defined on said plat. In the event a residence is located on more than  
one lot, the new lot formed by the composition of two or more adjacent lots shall carry the same  
restrictions as though said composite lots were one lot.

Delivered to E. G. Adams  
8-24-1993

5. **Floor Space.** All residential structures erected on said lots must have a minimum air conditioned square footage of 1800 GROSS on the ground floor of a single (1) story house, 1400 GROSS on the ground floor of a one and one-half (1-1/2) story house, or 1150 GROSS on the ground floor and 1150 GROSS on the second floor of a two or more (2+) story house.

6. **Construction.** All construction shall be new type on site construction and no modular, prefabricated, or component homes shall be constructed on any of said lots. All houses constructed without a basement shall be built upon a foundation and shall contain a crawl space between the ground and the first floor of living area. Residential structures with sloped roofs shall be a minimum 6:12 pitch (22-1/2°) with shake or shingle covering.

7. **Structure.** All residential structures erected on said lots shall have exterior walls of brick, stone, stucco, vinyl, aluminum, wood or a combination of these.

8. **Outbuildings.** Subject to all other provisions contained in this Declaration, outbuildings shall have exterior walls of brick, stone, stucco, vinyl, aluminum, wood or a combination. Roofs of outbuildings may be shake, shingle, or any of the above. No garage or other outbuilding shall be placed, erected, or maintained on any part of any lot in said subdivision except for use in connection with a residence already constructed or under construction at the time such garage or other outbuilding is placed or erected upon the property. Any garage or outbuilding, the interior of which is exposed to a street, shall be finished on the inside with a suitable paneling or sheetrock material.

9. **Garbage Containers.** Refuse or garbage containers must be concealed by suitable permanent enclosure or appropriate landscaping.

10. **Pools.** No permanent swimming pool shall be located above ground, or in front or side yard.

11. **Electromagnetic Receivers.** No antennae, satellite dishes, solar collectors, or similar appurtenances shall be located in front or side yards or on front roofs.

12. **Fences.** No fences shall be located in front yards. Fences located in side or rear yards shall be a maximum of six (6) feet in height. Barbed wire, razor wire, inverted chain link or other safety hazards are not permitted.

13. **Driveways.** All driveways shall be concrete or bituminous concrete from the

street to the garage. Driveways shall be completed not more than ninety (90) days after substantial completion of the residential structure each serves.

14. **Other Structures.** No trailer, basement, garage, tent or other shack shall be used as a residence either temporary or permanent, at any time.

15. **Vehicles.** No trailer, truck (other than a conventional pickup or utility vehicle with four ground wheels), commercial vehicle, recreational vehicle, boat, or other equipment shall be parked or kept in any front yard, or on any lot in such a manner as to create a nuisance to owners of other lots in said subdivision. No automobile which is inoperable shall be parked or kept on any lot, except in an enclosed garage. Any automobiles, pickups or utility vehicles parked in a front yard must be kept on paved areas.

16. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

17. **Animals.** No animals of any kind shall be raised or bred or kept on any lot except household dogs and cats, with a limit of no more than one dog and one cat per household; and no dogs or cats shall be bred or raised for commercial use. No dogs or cats shall be permitted to become a nuisance to the owners of any other lots. Animals shall be subject to the leash law of the City of Hopkinsville.

18. **Vegetation.** Lots must be mowed regularly and landscaping maintained with proper care. Grass must be kept to a maximum of eight (8) inches in height on unimproved lots and four (4) inches in height on improved lots. If any lot or improvements are not properly cared for in the opinion of the developer, the developer has the authority to have the appropriate work done and to place a lien on the property for payment thereof.

19. **Completion.** Once construction has commenced, all residential structures shall be completed within one (1) calendar year of the start of construction on said house.

20. **Building Materials.** No building materials of any kind or nature shall be placed or stored upon any lot in said subdivision until construction of a residence is ready to be commenced, and all excess building materials shall be removed from all lots within fifteen (15) days after construction of the dwelling is substantially completed.

21. **Utilities.** All electrical service lines, telephone lines, and other utility lines shall be placed under ground from the lot owner's property line into the residence at the expense of the lot owner. An easement for utilities fifteen (15) feet wide is reserved over the front most portion of all lots. All houses shall be metered for natural gas and if any house is not to be metered for natural gas, the initial cost of the lot shall be increased by \$400.00.

22. **Signs.** No billboards or advertising signs of any character or nature shall be erected, placed, permitted, or maintained on any lot or improvement thereon, other than a single "FOR SALE" sign as is commonly used by builders and real estate agents during such period of time as the property is actually being offered for sale.

23. **Approval of Plans.** All plans for the construction of roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location and finished lawn grade elevation thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the developer.

24. **Terms.** The covenants set forth above are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date that these covenants are recorded. After that time, said covenants shall automatically extend for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any person or persons owning any real estate situated in Emerson Place may prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants.

25. **Severability.** Invalidation of any one of these restrictions, agreements, covenants, or any part thereof, by judgment or court order, shall in no wise affect any of the other restrictions, agreements, covenants, or provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the hand of the declarant this 19<sup>th</sup> day of August, 1993.

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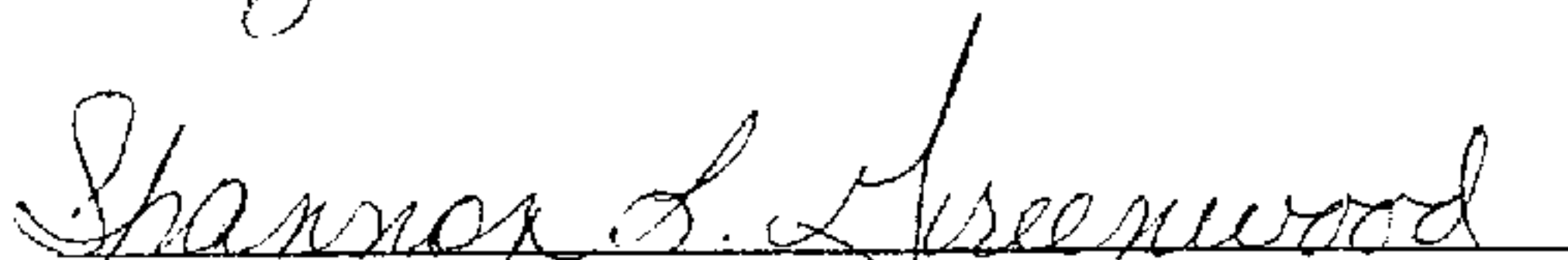


E. G. ADAMS, Trustee of Trust A  
Established Under the Last Will and  
Testament of Waldo E. Adams, Sr.,  
DEVELOPER.

COMMONWEALTH OF KENTUCKY     )  
  :SCT  
COUNTY OF CHRISTIAN            )



The foregoing instrument was acknowledged before me by E. G. Adams, Trustee of Trust  
A Established Under the Last Will and Testament of Waldo E. Adams, Sr., as Developer of  
Emerson Place Subdivision, this 18<sup>th</sup> day of August, 1993.

My Commission expires: August 22, 1993

  
NOTARY PUBLIC

**Acceptance of Declaration**

We the undersigned, who are owners of property in Emerson Place Subdivision at the  
time this Declaration of Covenants, Conditions, and Restrictions is recorded, hereby accept and  
ratify this Declaration.

  
DOUGLAS H. ERBECK  
FAYE L. ERBECK

**RAYCAM, INC.**

BY:   
RAY DIUGUID, President

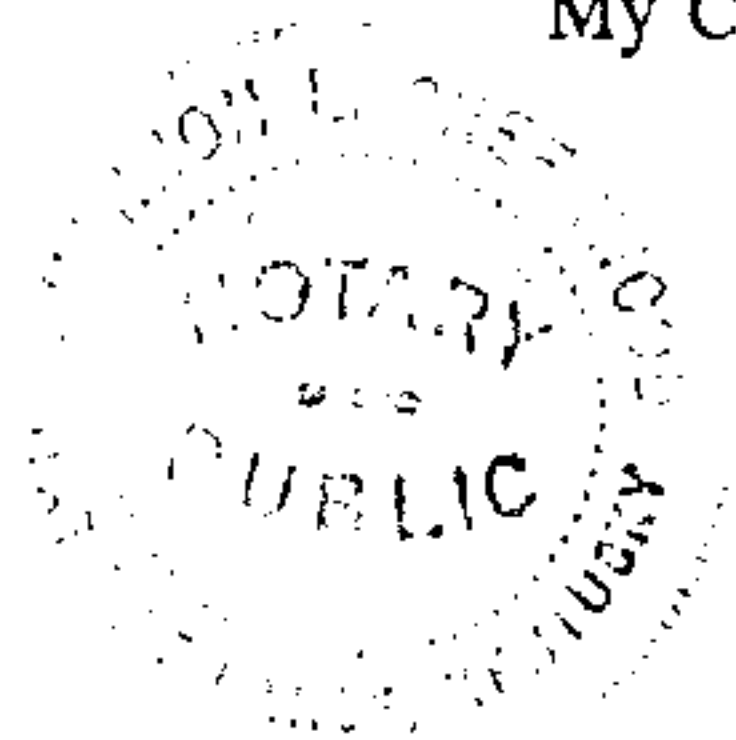


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COMMONWEALTH OF KENTUCKY     )  
  ):SCT  
COUNTY OF CHRISTIAN             )

The foregoing Acceptance of Declaration was acknowledged before me by Douglas H. Erbeck and Fay L. Erbeck this 19<sup>th</sup> day of August, 1993.

My Commission expires: August 22, 1993

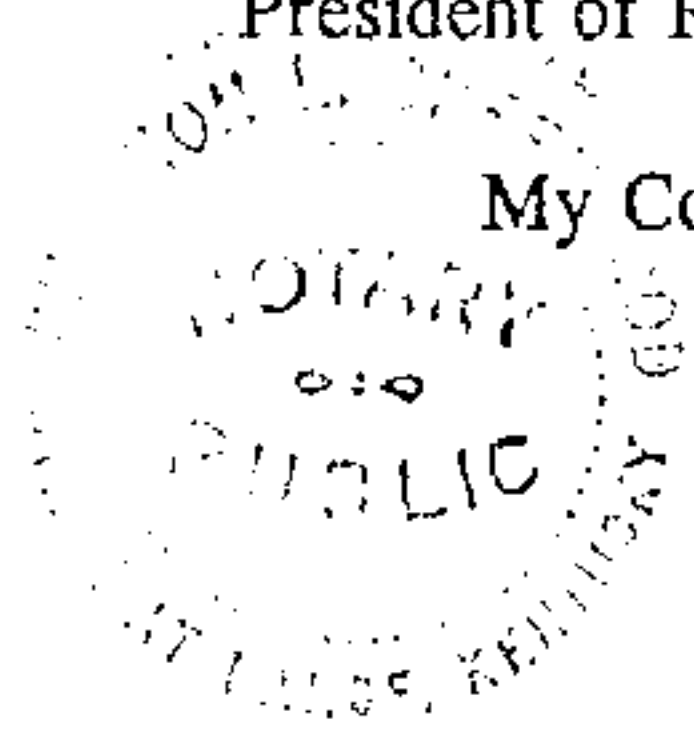


Shannon L. Greenwood  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY     )  
  ):SCT  
COUNTY OF CHRISTIAN             )

The foregoing Acceptance of Declaration was acknowledged before me by Ray Diuguid, President of RAYCAM, Inc., on behalf of the corporation, this 19<sup>th</sup> day of August, 1993.

My Commission expires: August 22, 1993



Shannon L. Greenwood  
NOTARY PUBLIC

**THIS INSTRUMENT PREPARED BY**

DAVID E. ARVIN, Attorney at Law  
1302 South Main Street  
P. O. Box 1051  
Hopkinsville, Kentucky 422421-1051  
(502) 885-4500

**STATE OF KENTUCKY, CHRISTIAN COUNTY - - - SCT.**

Ad El

I, Elwanda D. Kennedy, Christian County Clerk, do hereby certify that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERSON PLACE SUBDIVISION

was this day produced to me in my office, with the foregoing certificate of acknowledgement thereon endorsed.

Whereupon the same was, this day at 8:47 o'clock AM filed, ordered to record, indexed and with the foregoing and this certificate has been duly recorded in my office. This AUGUST 23, 1993.

Elwanda D. Kennedy, Clerk