

THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FIRM NO. 212270010 D AND FIRM NO. 212270160 D, EFFECTIVE SEPTEMBER 30, 1993.

THE PROPERTY DESCRIBED HEREON IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

**MINIMUM BUILDING SETBACK LINES**  
(ZONED: RS-19 & RS-10 WITH BINDING ELEMENT)  
FRONT YARD = 25 FEET  
SIDE YARD = 7.5 FEET  
REAR YARD = 25 FEET

**RECORD SOURCE**  
DEED BOOK 89A, PAGE 783-789  
BINDING ELEMENTS:  
DEED BOOK 89B, PAGE 515

**OWNER/DEVELOPER**  
H & D DEVELOPMENT OF BOWLING GREEN, LLC  
1216 BROADWAY AVENUE  
BOWLING GREEN, KY 42101

**NOTE:**  
ALL COMMON AREAS (LOTS 19, 104 & 105) ARE NON-BUILDING LOT OF RECORD. COMMON AREA TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

**MAINTENANCE NOTE:**  
MAINTENANCE OF DRAINAGE STRUCTURES SHALL BE DEFINED AS MAINTAINING A SUBSTANTIAL STAND OF GRASS PERIODICALLY CUT TO A HEIGHT OF 5 INCHES, REPAIRING ERODED AREAS, AND REMOVING DEBRIS FROM INLET STRUCTURES.

MAINTENANCE OF "INTERPRETATIVE" ITEMS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING ON RIGHT OF WAY, ISLANDS, MEDIANS, ENTRAVES, SUBDIVISION SIGNS, TRAFFIC CONTROL FEATURES, TRAFFIC CIRCLES, ROUNDABOUTS SHALL NOT BE THE RESPONSIBILITY OF THE APPROPRIATE LOCAL GOVERNMENT. A PERPETUAL MAINTENANCE AGREEMENT MUST BE MADE WITH A HOMEOWNERS ASSOCIATION, ADVANCED LANDOWNERS, OR OTHER PARTIES. LOCAL GOVERNMENT HAS THE OPTION TO ENTER INTO SUCH AGREEMENTS.

**2. CERTIFICATE OF OWNERSHIP & DEDICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

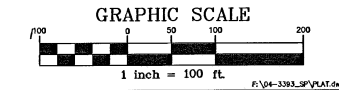
DATE: 2-2-06  
OWNER: H & D Development of Bowling Green, LLC  
OWNER: [Signature]

**1. LAND SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THIS PLAT DEPICTS A SURVEY, MADE BY ME OR UNDER MY DIRECTION, BY THE METHOD OF RANDOM TRAVERSE. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES. THE SURVEY SHOWN HEREON IS CLASS "A" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS CLASS. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCORDING TO THE INFORMATION AVAILABLE TO ME.

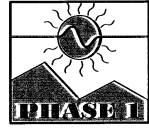
[Signature]  
LICENSED PROFESSIONAL LAND SURVEYOR  
1948  
2/2/06

TOTAL AREA - PHASE 1 = 45.126 ACRES

SHEET 1 of 4



**BEI BRYANT ENGINEERING INC.**  
Civil Engineering · Land Surveying  
4215 Brentice Drive  
P.O. Box 21382  
Owensboro, Kentucky 42304  
270-685-2811



# McCoy PLACE

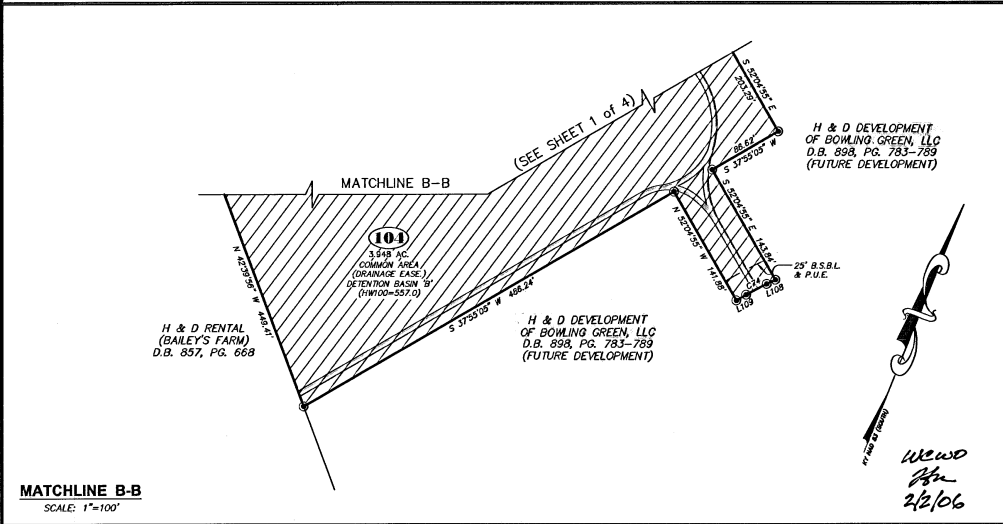
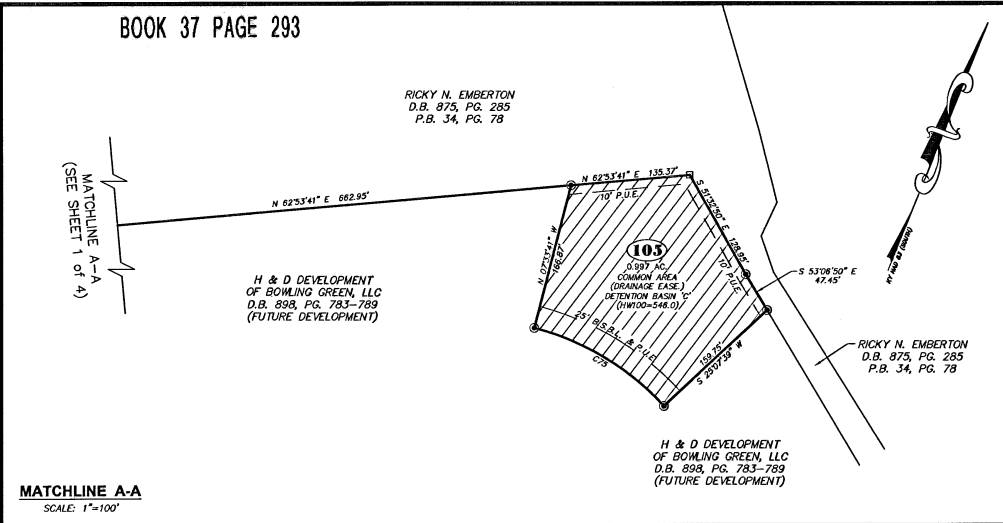
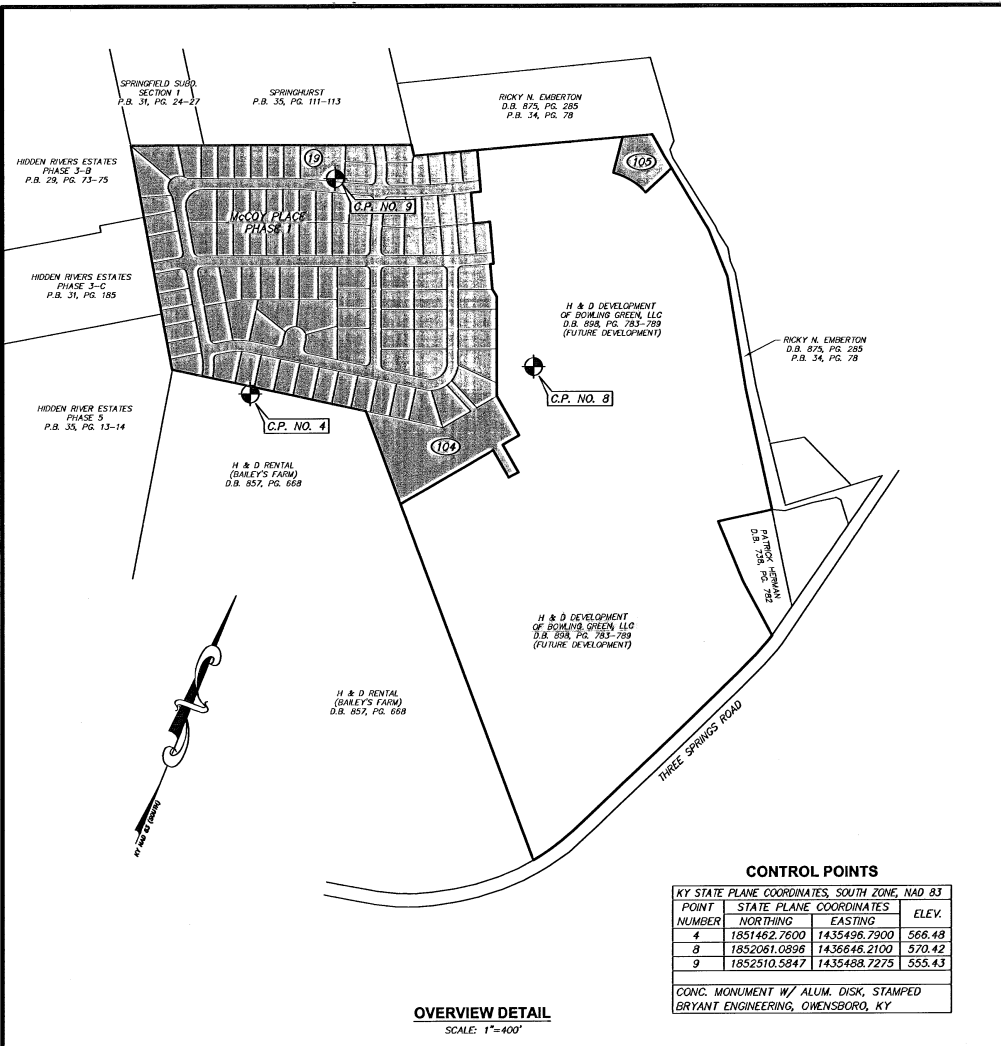
FINAL PLAT  
LOCATED ON KEMPTON COURT  
AND SUGARBERRY AVENUE  
SOUTHWEST OF BOWLING GREEN  
WARREN COUNTY, KENTUCKY  
01-14-2006

WCPD  
Rm  
2/2/06

M.J. 2005 - 44 - CO.

LOCATED AND RECORDED  
Recorded Feb 21, 2006  
Feb 21 2 06 PM '06  
[Signature]





**MINIMUM BUILDING SETBACK LINES**  
(ZONED: RS-1B & RS-1C WITH BINDING ELEMENT)  
FRONT YARD = 25 FEET  
SIDE YARD = 7.5 FEET  
REAR YARD = 25 FEET

**RECORD SOURCE**  
DEED BOOK 898, PAGE 783-789  
BINDING ELEMENTS:  
DEED BOOK 898, PAGE 515

**OWNER/DEVELOPER**  
H & D DEVELOPMENT OF BOWLING GREEN, LLC  
1216 BROADWAY AVENUE  
BOWLING GREEN, KY 42101

**TOTAL AREA - PHASE 1 = 45.126 ACRES**

SHEET 2 of 4

LOCATED AND RECORDED  
Recorded Feb 21, 2006  
Feb 21 2 02 PM '06

**BEI BRYANT ENGINEERING INC.**  
Civil Engineering • Land Surveying  
4215 Bentree Drive  
P.O. Box 21382  
Owensboro, Kentucky 42304  
270-685-2811

**LEGEND**

- 5/8" REBAR SET W/CAP, P.L.S. NO. 1948
- 5/8" REBAR FOUND W/CAP, P.L.S. NO. 1948
- 1/2" REBAR FOUND
- FENCE POST
- EXIST. FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- SANITARY SEWER MANHOLE
- 5" W WATER MAIN
- LOT NUMBER
- 5' CONCRETE SIDEWALK
- 8" W TYPICAL WATERLINE EASEMENT
- 8" SS TYPICAL SAN. SEWER EASEMENT
- B.S.B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- FFE-555.0 MINIMUM FINISH FLOOR ELEVATION

**STATE OF KENTUCKY**  
**DONALD R. BRYANT**  
LICENSED PROFESSIONAL LAND SURVEYOR  
1948

**McCOY PLACE**

**FINAL PLAT**  
LOCATED ON KEMPTON COURT  
AND SUGARBERRY AVENUE  
SOUTHWEST OF BOWLING GREEN  
WARREN COUNTY, KENTUCKY  
01-14-2006

M.J. 2005 - 44 - CO.

**1. LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT DEPICTS A SURVEY, MADE BY ME OR UNDER MY DIRECTION, BY THE METHOD OF RANDOM TRAVERSE. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES. THE SURVEY SHOWN HEREON IS CLASS "A" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS CLASS. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCORDING TO THE INFORMATION AVAILABLE TO ME.

*Donald R. Bryant*  
LICENSED PROFESSIONAL LAND SURVEYOR  
1948  
PLS# 1948 DATE 2/2/06

**2. CERTIFICATE OF OWNERSHIP & DEDICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 2-2-2006  
H & D Development of Bowling Green, LLC  
OWNER *Chad E. C.*



# McCOY PLACE - PHASE 1

## DECLARATION OF COVENANTS AND RESTRICTIONS LAND USE, EASEMENTS AND RESTRICTIONS

### STATEMENT OF BINDING ELEMENTS

DEED BOOK 896, PAGE 515

- All lots shall be known as single family residential lots. No structure shall be erected, altered, placed or permitted to remain on lots in said sections other than a detached single family dwelling with a garage which may be detached. All detached garages shall be constructed of the same quality and material as the dwelling building and shall not exceed one (1) story in height. No structure on said single family residential lots shall exceed two and one-half (2-1/2) stories.
- Each residence must have a private, fully enclosed two-car garage. The interior of all garages must be finished.
- With the exception of a detached one or two-car garage, there shall be no outbuildings, storage buildings or other structures allowed on any one lot or lots if a dwelling is built on more than one lot (no more than one detached garage per residence is permitted). No metal storage building or metal carport shall be allowed on any lot.
- All residences shall face the deepest setback line, and all entry to corner lots shall be from the lower classification street.
- The ground floor area of the main structure to be constructed shall meet the following minimum square footage requirements for the ground floor of the main structure (exclusive of basements, garages and porches):
 

	One-Story Home	Two or Two and One-Half Story Home
RS-1B Lots	1,500 square feet	1,200 square feet
RS-1C Lots	1,400 square feet	1,000 square feet
- At least fifty percent of residence in this development shall be constructed of brick, stone or other masonry material. No two (2) homes located side by side shall be constructed with vinyl siding. All foundation shall be brick. Gable ends and dormers may be constructed utilizing other architectural materials as vinyl, dryvit, wood or hardie board siding.
- All driveways must be surfaced with concrete from the curb to the garage. Concrete driveways must be installed within three (3) months after completion of construction of the residence and/or date residence is occupied, whichever first occurs.
- Final lot grading shall conform to the developer's drainage plan, which shall be approved by the City-County Planning Commission.
- All lot shall be sodded or seeded from the street to front corner of residence at the time of building construction, and the remainder of the lot shall be either sodded or seeded upon completion of building construction.
- Owners of lots encompassing storm water retention areas are responsible for the maintenance of the portion of the basin on their property. Maintenance shall include the following:
  - Gross shall be maintained so as not to exceed five (5) inches in height.
  - No permanent structures of any type shall be placed in these areas without the written permission of the City-County Planning Commission.
- All shrubs, trees, grass and plantings of any kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. All lots shall be maintained such that grass shall not exceed five (5) inches in height.
- No trailer, tent, shack or barn shall be erected on the property.
- No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done which may be or become a nuisance to the neighborhood.

SHEET 4 of 4

- All recreational vehicles, campers and boats shall be stored in the garage. No parking of commercial trucks, recreational vehicles, semi tractors or trailers, or commercial vans are permitted on any lot, except on a temporary basis during construction. No overnight parking of school buses is permitted on any lot.
- Satellite dishes having a diameter of 36 inches or less may be attached to the exterior of the residence only. No such satellite dish shall be installed in a freestanding manner except with the prior written approval of the Developer.
- All plans for principal residential structures must be approved in writing H & D Developments of Bowling Green, LLC prior to construction.
- H & D Developments of Bowling Green, LLC, as Developer, may, by written instrument recorded in the office of the Warren County Clerk, assign its duties as Developer; and upon the recording of such assignment, all obligations of Developer shall vest in the party to whom such obligations are assigned.
- Sidewalks will be installed on both sides of all streets within the development. The sidewalks are to be constructed concurrent with the construction of each resident by the builder/owner of the lot affected. Each sidewalk shall be a minimum of five (5) feet in width.
- Construction of the residence or any lot shall be commenced within two (2) years of the date of purchase of that lot and shall be completed within one (1) year from the date the building permit is issued for such construction.
- All open space and easements for drainage shall be maintained by the association, a non-profit, non-stock corporation, which is incorporated in such a manner as to include as members thereof all owners of lots, all as more particularly described in item #25 below. Said easement areas and open spaces shall be kept open at all times, and neither the lot owner nor their respective agents, servants or guests shall be permitted to obstruct said easement(s) or in any manner prevent or hinder the ingress to said easement for purpose of maintenance. There shall be no motorized vehicle permitted in the open space or on the walking trails.
- All lot owners in McCoy Place shall become members of the McCoy Place Homeowner's Association and shall be subject to the rules and regulations set forth and adopted by the Association. They shall maintain open space and fencing as set forth in the restrictions. There shall be an association fee determined by the association or developer.
- Landscape buffer areas shall be maintained by the lot owner affected. Each owner shall be responsible for maintenance of the buffer area located within the limits of each respective lot containing a landscape buffer.
- These covenants, restrictions and conditions may only be amended by the affirmative action of the owners of at least sixty percent (60%) of the lots comprising McCoy Place.
- The covenants, restrictions and conditions shall remain in force and effect and shall constitute a covenant running with the title to every lot within McCoy Place for sixty (60) years after the date thereof.
- The provisions of these covenants, restrictions and conditions may be enforced by any appropriate civil action commenced by the developer or by McCoy Place Homeowners Association, or Owner of any lot or home shall be able to have the rights to enforce these covenants, restrictions or conditions.
- Each lot owner is responsible for being in compliance with Warren County storm water erosion control and sediment control, and will be responsible for the sub-contractors.
- All shrubs, trees, grass and plantings of any kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. All lots shall be maintained such that grass shall not exceed five (5) inches in height. All portions of lots not improved with structures or paving shall be kept as lawns or grass except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way between the boundary of a lot and the pavement installed within the right-of-way shall be maintained as grass area by the adjacent and abutting owner and maintained by said owner as a portion of the lawn. Rock or gravel yards are prohibited.
- No inoperable vehicle shall be permitted to be stored outside of the garage.
- No aboveground pools are permitted with the exception of inflatable pools for children's use which are temporary in nature.
- No dog or other animal pens are permitted which are larger than five (5) feet by ten (10) feet, and all dog pens must be landscaped on three (3) sides in order to screen them from adjacent properties.
- All exterior lighting shall be directed downward or, if decorative, shall be of a low wattage. All exterior lighting shall be designed and maintained in such a manner as to light only the lot upon which the residence is located and shall not light any adjacent lots nor be designed in such a manner as to be intrusive upon any adjacent lots.
- All receptacles for mail, newspapers or other publications shall be installed in accordance with regulations adopted by McCoy Place (the "Developer"). No owner shall install any receptacle for mail, newspapers or other publications without the Developer's prior written approval. There shall be no additional receptacle for newspapers or other publications installed on a separate post. Such receptacles must be included with the mailbox receptacle. Developer shall furnish mail boxes at builders expense.
- There shall be no fencing of front or side yards, and no rear yard fencing shall extend past the rear corners of the residence. Fencing boards shall be installed with finished side facing out.

McCoy Place  
 Registered Agent of BCLLC  
 BY: *[Signature]*  
 COMMONWEALTH OF KENTUCKY  
 COUNTY OF WARREN

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing Declaration of Covenants and Restrictions for McCoy Place Subdivision was executed before me by McCoy Place, by through its Member *[Signature]* and declared that he is the Member of McCoy Place and that he executed the foregoing Declaration of Covenants and Restrictions for McCoy Place Subdivision as Member of McCoy Place and that the statements contained therein are the free and voluntary act and deed of McCoy Place.

Witness my hand on this the 21<sup>st</sup> day of February, 2006.

*[Signature]*  
 NOTARY PUBLIC, KY, State-at-Large

Jan 16, 2007 My Commission Expires:

FOR COUNTY CLERK'S USE ONLY  
 LOADED AND RECORDED  
 Recorded Feb 21, 2006  
 FEB 21 2 08 PM '06

BEI BRYANT ENGINEERING INC.

Civil Engineering • Land Surveying  
 4215 Dentree Drive  
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 Owensboro, Kentucky 42304  
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McCoy PLACE

FINAL PLAT  
 LOCATED ON KEMPTON COURT  
 AND SUGARBERRY AVENUE  
 SOUTHWEST OF BOWLING GREEN  
 WARREN COUNTY, KENTUCKY  
 01-14-2006



*[Signature]* PLS 1948  
 2/2/06

*[Signature]*