

RESTRICTIONS
APPLYING TO
THE OVERLOOK SUBDIVISION
ALL OF WHICH SHALL RUN WITH THE LAND AND
AND SHALL BE INCORPORATED, BY REFERENCE,
IN ANY OF THE LOTS SHOWN UPON A PLAT OF THE OVERLOOK
SUBDIVISION
RECORDED IN PLAT CABINET__F_, SLIDE__73&81____
IN THE OFFICE OF THE CLERK OF THE ANDERSON COUNTY COURT

The Owner and Developer of **The Overlook Subdivision**, intending to establish a general plan for the use, occupancy and enjoyment of said Subdivision, hereby declares for the mutual benefit of its present and future owners, all lots therein shall be subject to the following **Restrictions**:

1. Utility easements are reserved in favor of, and are hereby granted to, AT&T (telephone), Blue Grass Energy (electricity), Time Warner/Spectrum (TV cable), and Atmos Energy (natural gas), equally and jointly, their successors, lessees or assigns, for the right, power and privilege to construct, operate, repair or rebuild, remove or replace, and perpetually maintain, buried cables and conduits for the sole use of communications systems and distribution of electric energy and natural gas, together with the right of ingress and egress, over upon and across the easement shown upon the **Plat of The Overlook Subdivision**, all of which is for the benefit of each lot shown as said plat, and with one residence per lot, and subsequent owners thereof, it being understood that no buildings will be constructed within or upon said easements; **provided, however** that in the event said utility companies are unable to gain ingress or egress to said easements as shown on said Plat from public roadways, thence said utility companies are hereby granted the right of ingress or egress across said platted lots to said easements by first using private driveways, if available, and, secondly, if private driveways are unavailable, by use of open lot or yard spaces, and then without damage to trees or shrubs in such spaces.

2. All Platted lots or tracts shall be used only for single-family dwellings, with one residence per lot, provided, however, that nothing in the restrictions shall be construed to prohibit the use of any dwelling constructed on any such lots as a Bed and Breakfast as defined by any applicable zoning ordinance, or otherwise used as a short term rental as maybe permitted within the City of Lawrenceburg, having a roof pitch of not less than a plane of 8 inches vertical for every horizontal plane of 12 inches. All platted lots or tracts are retired from agricultural production, and no tobacco crop poundage allotment shall be transferred upon conveyance of any of said lots or tracts, to be evidenced, if necessary, by a document signed by the purchaser(s) of any lot or tract.
3. All homes constructed on any lot or tract in the Plat referenced herein must be constructed behind a building line of 90 feet. All dwellings must front onto Nautical Way.
4. There shall be no radio, television, data, or other towers of any sort constructed on any lot or tract located within The Overlook Subdivision. All utilities will be underground, and all overhead wires for any purpose are expressly prohibited.
5. All driveway installations that adjoin said public streets, as shown on said Plat, shall be installed in compliance with all applicable governmental regulations. All driveways leading from said street shall be surfaced with either blacktopping or concrete upon completion of the building and shall be of sufficient size to permit parking of all motor vehicles of the owner who shall not park owned motor vehicles upon the public streets and/or sidewalks. The apron from the street to beyond the sidewalk shall be constructed with concrete material.
6. The Minium foundation sizes for single family residences for all tracts shall be as follows:
 - a. Ranch Style dwellings shall contain not less than 1,800 square feet of finished living area and a two-car attached garage, all with brick or stone exterior.

- b. Dwellings on all lots or tracts, containing one and one half (1 and ½) stories or two (2) stories shall contain not less than 1,500 square feet of finished living area on the first floor of the dwelling at ground level, and not less than a total finished living area of 2,250 square feet, to which a two-car garage is attached or may be in the basement area. The exterior walls of said dwellings shall be brick or stone and must contain brick or stone skirt covering the foundation. Other siding may be used above the eve, if there shall be an eyebrow separation transition between the brick and siding. No vinyl should be used.
 - c. Other high grade surface coverings such as hardy board may be approved at the discretion of the developer.
 - d. Tri-level, split entry, and raised ranch residences are specifically prohibited, but may be approved at the discretion of the developer if deemed appropriate for the contour of a given lot.
 - e. All building plans must be approved by the developer.
 - f. No excavation of any kind shall initiated without prior approval of the developer. All lots shall be kept mowed and free of debris, trailers, motor vehicles, etc. prior to construction.
 - g. Swimming pools are permitted either in ground or above ground. Check the reference mentioned for fencing requirements.
 - h. Any additions to the roof line, such as solar panels, must be positioned on the house roof in such a manner that it does not detract from the overall appearance from the front of the house.
7. Above ground pools must be designed with the following components: a minimum of 4 feet wide walkway decking surrounding the entire pool; the area below the decking must be completely enclosed with suitable material that is **not transparent** (such as webbing or lattice).
8. Not more than one (1) accessory building may be erected in the rear yard of any platted lot or tract. The front, street-facing side of any accessory building shall contain an exterior having the same appearance as the dwelling veneer. Any accessory building shall be a minimum of 250 sq ft. and a maximum of 900 sq. ft. Any accessory building must be a single story and must utilize the same roof pitch as the dwelling on the platted lot or tract. Any exterior building shall be constructed a minimum of 50 feet behind the rear of the dwelling and shall be positioned a minimum of 10 feet from the adjoining property. And shall not interfere with the construction, maintenance, or operation of a fence constructed under the guidelines contained in these Restrictions.

9. No modular, prefabricated, or previously constructed buildings, trailer, or mobile home shall be located upon any of the platted lots, and the construction of any building shall not incorporate used lumber, imitation brick, or plywood exterior.
10. The curbs and gutters originally installed by the developer which are subsequently damaged by an owner, his contractor, agents, or employees, shall be promptly repaired and/or replaced by the owner of each lot to the exact drainage standard and grade as the original curb and/or gutter. Concrete sidewalks shall be constructed on each lot-by-lot owner upon completion of construction or occupancy of building, whichever occurs first, with said sidewalk being on all lot frontages that adjoin public street excepting the side of lot along Highway 44. The concrete sidewalk must be at least 4 inches thick of concrete and at least 4 feet wide located by reference to said plat.
11. Fences or walls at or near the property line of lots may be erected and shall extend from the rear lot line to a point not beyond the rear corners of the dwelling which fences and/or walls shall be site built not exceeding 4 feet in height of Plank, chain link, split rail, or ornamental iron fencing. A privacy fence up to 6 feet in height. May be permitted and be constructed of attractive material and must conform to the curvature of the lot.
12. A safety fence surrounding a swimming pool constructed under these restrictions is exempt from this restriction but must be a maximum of 5 feet in height and constructed of ornamental iron or in the style of an ornamental iron fence. A 6-foot privacy fence may be permitted only at the discretion of the developer.
13. 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 nuisance to the neighborhood, with the parking of inoperable motor vehicles in front yards, in the driveways, or on the public street in front of each lot, being expressly prohibited.
14. The purchaser of any lot or tract shown on said Plat shall landscape same within six (6) months after initial occupancy of the dwelling, including the transplanting of a minimum of eight (8) shrubs and (4) trees that are available in this general area. Additional landscaping may be completed in any manner consistent with the character of the neighborhood.
15. The purchaser of any lot located in said Subdivision shall be responsible for the grounds between the sidewalk and the street right-of-way adjacent to the front property line and shall maintain vegetation of other aesthetically pleasing means to prevent erosion.

16. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or any other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose.
17. All mailboxes within the subdivision shall be identical in design and materials. The developer shall supply the owner of each lot with a decorative mailbox, and each lot owner shall reimburse the developer for the cost of the mailbox.
18. It shall be lawful for any person, or persons, owing any property situated in said Subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any of the covenants herein, and either to prevent it or them from so doing or to recover damages, or such other equitable remedies as may be available, to correct such violation.
19. Violation of any of these Restrictions shall give the Developer, or its designee, the right to enter onto property upon which such violation exists, and to abate summarily, at the expense of its owner, anything, or any condition that may exist there in violation of these Restrictions, and the Developer, or its designee, shall not thereby be deemed guilty of trespass for such entry and abatement; provided, however, the power to enforce these Restrictions is appurtenant to the land, and neither the developer nor previous owners of land inside Subdivision shall have the power to enforce them after they have disposed of all of their land in said Subdivision.
20. Invalidation of any of these Restrictions by Judgement, or Court Order, shall in no way affect any of the remaining provisions, which shall remain in full force and effect.
21. Notwithstanding anything herein contained to the contrary, the developer retains the right to alter these Restrictions insofar as same may relate to any one (1) or more lots in the Subdivision if, in the opinion of the developer, the strict application of the Restrictions would be unduly burdensome or inequitable as applied to such lot or the tract because of its topography, subsurface conditions, or other matters beyond the control of the owners of the lot, and if alteration of the Restrictions in that instance will not adversely affect adjoining lots or the Subdivision as a whole. Any such alteration may be granted only in writing, signed by the developer, and filed of record in the Office of the Anderson County Clerk. Further the developer reserves the right to interpret these Restrictions as, from time to time, may be required in their application and enforcement; such interpretation shall be binding on all parties.

IN TESTIMONY WHEREOF, WITNESS the name of the **Developer** herein, John R. Litkenhus and Karen Sue Litkenhus, which, by execution of this instrument, adopts the foregoing **Restrictions for The Overlook Subdivision**, on this the 8th, day of Sept, 2025

John R. and Karen Sue Litkenhus

Owner and Developer

By: John R. Litkenhus

John R. Litkenhus

By: Karen Sue Litkenhus

Karen Sue Litkenhus

The foregoing **Restrictions Applying to Overlook Subdivision** were subscribed sworn and acknowledged before me, a Notary Public in and for the State and County aforesaid, by John R. Litkenhus and Karen Sue Litkenhus, **Developer**, the **AFFIANT** herein, on this 8th day of Sept, 2025

MY COMMISSION EXPIRES: 10-11-27

NOTARY PUBLIC Nancy Monroe

NOTARY PUBLIC# 80911

STATE AT LARGE _____

DOCUMENT NO: 303825

RECORDED: September 08, 2025 01:22:00 PM

TOTAL FEES: \$53.00

COUNTY CLERK: JASON DENNY

DEPUTY CLERK: KENNEDY FISHER

COUNTY: ANDERSON COUNTY