

Mail to Homestead 3-20-98

**RESTRICTIVE COVENANTS AND CONDITIONS
FOR
THE HOMESTEAD ESTATES SUBDIVISION**

THIS DEED OF GENERAL RESTRICTIONS, made and entered into this the 19th day of March, 1997, by HOMESTEAD ESTATES, INC., a Kentucky corporation ("Homestead"), for that certain property described on the Final Plat of HOMESTEAD ESTATES SUBDIVISION (the "Subdivision") appearing of record in the Office of the Woodford County Clerk in Plat Cabinet C, at Slide 179 (Unit 3-A) and Plat Cabinet C, at Slide 180 (unit 3-B).

WHEREAS, Homestead desires to maintain uniformity with respect to use and occupancy of the Subdivision in order to enhance and maintain its value, and to render it more attractive in appearance;

NOW, THEREFORE, the following restrictions, conditions, covenants, and regulations pertaining to the use, ownership and occupancy of property encompassed by the Final Plat of the Subdivision, which is of record in Plat Cabinet C, Slide 179 and Plat Cabinet C, at Slide 180, in the Office of the Woodford County Clerk, are to run with the land, and shall be binding upon any owner or owners, or his, her or its heirs, personal representatives, successors and assigns, as the case may be, of any lot or part of a lot as shown upon the Final Plat of the Subdivision from the date of the recording of said plat until thirty (30) years thereafter at which time the same shall automatically be extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots comprising the Subdivision has been recorded agreeing to change said covenants in whole or in part. Homestead may, however, at its sole discretion,

grant written waivers to the restrictions, conditions, covenants and regulations mentioned herein, when in its judgment such a waiver would not detract from the purposes set forth in these restrictions. Said lots as shown on the aforementioned plat are sold subject to the following covenants, conditions, restrictions, and limitations, namely:

1. **USE RESTRICTION:** No lot shall be used except for residential purposes. Each lot shall contain only one principal structure, which structure shall be a detached single-family dwelling, not to exceed two and one-half stories, and include at least a two (2) car attached garage. No construction or excavation shall begin until such plans are approved, in writing, by Homestead.

2. **SIZE AND CONSTRUCTION:**

a. One (1) single family residence constructed upon any lot shall contain a minimum living area measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios, terraces and garages of 2500 square feet. In the case of multi-story dwellings, the ground floor shall contain a minimum living area (as described above) of at least 1500 square feet.

b. The exterior finish of all single family residences shall be at least eighty percent (80%) brick or stone unless otherwise approved, in writing, by Homestead.

c. There shall be no split foyer or split level single family residences constructed in the Subdivision.

d. No more than four inches of the foundation shall be left exposed without being covered by some form of brick veneer or stone veneer.

e. Garages shall be attached to the principal structure and be large enough to contain at least two (2) cars. Detached garages with exterior finish of at least eighty percent (80%) brick or stone and large enough to contain at least three (3) cars may be constructed with the written consent of Homestead, acting in its sole discretion. No carports shall be permitted. No garage doors shall be placed on the front side of the dwelling or structure.

f. All exterior lighting must either be indirect or of controlled focus and intensity so as not to disturb the residents of adjacent lots. No window air conditioning units shall be kept or used on any lot. Mailboxes shall be uniform throughout the Subdivision and may be purchased from a vendor specified by the Association. No other mailboxes or paper holders shall be permitted.

g. As construction of the residence on each lot is completed, sod shall be placed from the edge of the curb to the building line of the structure and across the entire width of the lot, excepting sidewalks and driveways. Side and rear yards shall be graded in compliance with all easements including drainage easements and shall be seeded or sodded.

3. **HOMESTEAD ESTATES HOMEOWNERS ASSOCIATION:** Each lot shall constitute one member and one vote of the HOMESTEAD ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Association") whether single,

individual ownership, joint ownership, partnership, or corporation, except that Homestead which is presently the owner of all the property constituting the Subdivision shall have 54 votes less the number of lots held by ownership other than Homestead. The Association shall be organized as a Kentucky non-profit corporation and elect a governing Board of Directors annually.

4. **ASSESSMENT:** Every lot owner shall be required to pay an annual fee to the Association necessary for the purposes set forth below. The assessment may be set, adjusted, or increased in accordance with the Association regulations. The assessment shall constitute a lien on that lot and any improvements thereon, but shall be subordinated to any First Mortgage or Vendor's Lien placed on the lot. A record of receipts and disbursements made to and from the assessments shall be available for examination by lot owners upon written request.

PURPOSE OF ASSESSMENT. The assessments for common expenses shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners of lots in the Subdivision as may be more specifically authorized from time to time by the Association's Board of Directors. Assessments may not be used to compensate officers and directors of the Association.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

a. Each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

[1] Annual assessments or charges, and
[2] special assessments to be established and collected as hereinafter provided, and

[3] specific assessments against any particular lot which are established pursuant to the terms of these Covenants. All such assessments, together with charges, interest, costs, and reasonable attorneys' fees for collection, in the maximum amount permitted by law, shall be a charge on the lot and shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. Each owner shall be liable for his, her or its portion of each assessment coming due while he, she or it is the owner of a lot and each owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; and unless otherwise provided, the assessments shall be paid in quarterly installments.

b. Each owner is allocated a liability for common expenses on a per lot basis.

c. Upon written request to the Association's Board of Directors by an owner or prospective purchaser, the Board or the duly designated agent shall furnish, within a reasonable time, a statement setting forth the amount of unpaid assessments levied against the lot, and may charge a reasonable fee as set by the Board for such service.

d. Acceleration. If a lot owner shall be in default in payment of an installment of an assessment, including but not limited to the quarterly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten days' written notice to such lot owner, whereupon the entire unpaid balance of such assessment shall become due upon the date stated in such notice.

e. Computation of Operating Budget and Assessment. It shall be the duty of the Association's Board of Directors at least twenty (20) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each lot for the following year to be delivered, by regular mail or hand-delivery, to each member at least ten (10) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

5. **PROHIBITED USES:**

a. No bus, trailer, mobile home, motor home, tent, camper, basement, garage, temporary building, or structure or

vehicle substantially similar to the foregoing shall be placed or constructed on any lot for use as, or used for living quarters.

b. No garden or other farm crops shall be grown or cultivated within 75 feet of the property line facing any street.

c. No noxious or offensive trade or use nor general nuisance shall be conducted, carried on or permitted on any lot in the Subdivision.

6. **ADDITIONAL STREET:** No additional street, or alley across any boundary of this Subdivision shall be opened, built, constructed or maintained without prior written approval of Homestead.

7. **EASEMENTS:** All lots contained in this Subdivision are sold subject to all easements and rights-of-way for drainage, sewers, water lines, gas lines, telephone lines, electric lines, landscape easements and other utilities as shown on the Final Plat referenced above. No lot owner shall grant access to any utility or public improvement, or grant any easement on any lot without the prior written consent of Homestead.

8. **PERPETUAL EASEMENT:** A perpetual and exclusive easement is reserved by Homestead for and to be upon all easements and areas designated on the plats in order that Homestead may facilitate the proper installation or maintenance of public utilities and other services which Homestead may seek to offer to the owners of any lot or adjoining property. It is understood that the rights of the lot owner shall be subservient to that of Homestead in relation to public utility installation and maintenance as well as the

installation and maintenance of other services rendered upon the easement described in the aforementioned Final Plat.

9. **ANIMALS:** No chickens, ducks, geese, or other fowl and no swine, cattle, goats, reptiles or other like animal or animals can be kept or maintained upon any lot, except a reasonable number of household pets common to Woodford County, Kentucky such as dogs or cats may be maintained, provided that they are not kept, bred or maintained for commercial breeding purposes.

10. **RECREATIONAL EQUIPMENT AND FACILITIES:** No recreational equipment or facilities, including boats and boat trailers, travel trailers, pick-up campers, or coaches (designed to be mounted on automotive vehicles), motorized dwellings or tent trailers shall be permanently parked or stored on any lot. No such vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked, or stored on any lot. No commercial vehicle larger than a one ton truck or van shall be housed, parked, or maintained on any portion of any lot or street. No tennis courts or above-ground swimming pools shall be permitted. No basketball goals visible from street shall be permitted. Plans for all outdoor play equipment, in-ground swimming pools and exterior hot tubs and spas must be approved in advance and in writing, by the Association.

11. **CABLES:** Television, electric, or other utility cables supplying utility services shall be placed underground and no additional poles shall be erected except as a temporary measure during construction. No aerial antennas, television, radio, or

other, are permitted unless permission is granted, in writing, by the Association. Small satellite dishes physically attached to the dwelling and placed in a location that is not visible from streets are allowed to be placed on individual lots.

12. UNATTACHED BUILDINGS: There shall be no unattached outbuildings located upon any lot without written approval of Homestead.

13. MOWING: All lots shall be kept mowed and shall present a neat appearance at all times. Dirt, rock, grass and other debris shall not be dumped on any lot within the Subdivision or on any adjoining property.

14. FENCING, PARKING, ETC.: Excepting decorative fences which have received prior written approval from the Association, no fence shall be erected across the front of any lot and no side lot fences shall be erected past the rear of the residence toward the front. There shall be no wire or chain link fencing on any lot in the Subdivision. No clothes lines shall be erected on the exterior of any residence.

All permitted vehicles and recreational equipment shall be kept in a closed garage. No vehicle that is inoperable may be kept upon any lot or any street in the Subdivision. No vehicle of any kind may be parked on any street in the Subdivision for a continuous period of over twenty-four (24) hours or an aggregate period of forty-eight (48) hours in any calendar month. Any lot owner found in violation shall receive a written notice of non-compliance. In the event a lot owner receives three (3) written

notices of non-compliance in any calendar year, the Association is authorized to tow vehicles in violation at the offending lot owner's expense or to obtain injunctive relief. No tractor trailers or semi-trucks of any kind shall be permitted within the Subdivision, except for moving vans being utilized by residents moving in or out of a residence or for such construction, delivery or other vehicles as Homestead or the Association may permit from time to time in their sole discretion.

15. **COMMERCIAL ENTERPRISE:** No trade or business other than a home office or telecommuting shall be conducted on any lot, and no sign advertising any commercial enterprise shall be erected on any lot.

16. **REZONING:** No application for the zoning or rezoning of any lot shall be filed without the written consent of Homestead.

17. **BOUND BY COVENANTS:** Any person or entity hereto, his, her or its heirs and assigns, including each and every person who purchases a lot in this Subdivision after the recording of these restrictions, shall be bound by the covenants, conditions, and restrictions outlined, and any violation shall subject such person or persons to prosecutions or other action against them by Homestead, the Association, or the owner of any lot or lots in the Subdivision, to enforce compliance with these covenants, conditions, and restrictions, or for injunctive relief or damages as the case may be.

18. **SEVERABILITY:** If any one or more of these covenants shall be held invalid, such determination shall not affect the other provisions hereof, all of which shall remain in full force and effect.

19. **DRIVEWAYS:** All driveways or approaches to driveways between the back of the roadway curb and the sidewalk shall be of cement concrete pavement and any other portion of the driveway shall be bituminous or cement concrete pavement.

20. **REZONING AND FUTURE DEVELOPMENT:** The purchasers, grantees, heirs, successors, or assigns of any lot of the Subdivision, by acceptance of delivery of an instrument of conveyance agree and covenant that he, she, or it shall not object to, or oppose the rezoning or development for residential use of any of the real property bordering the Subdivision. This covenant shall not apply to any person or entity in the business of mortgage or real property secured loans who acquires fee simple ownership to a lot in the Subdivision as a result of foreclosure on a real property lien held by such person or entity.

IN WITNESS WHEREOF, note the signature of Homestead Estates, Inc., by and through its President, effective as of the day and year first written above.

HOMESTEAD ESTATES, INC.
for itself and on behalf of
HOMESTEAD ESTATES SUBDIVISION

BY: Bobby Laffrey

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing instrument was sworn to and acknowledged before me by Bobby GAFFNEY, President of HOMESTEAD ESTATES, INC., a Kentucky corporation, for itself and on behalf of Homestead Estates Subdivision, this the 20th day of March, 1998.

Minnie M. Cantley
NOTARY PUBLIC STATE AT LARGE, KY

MY COMMISSION EXPIRES: 12/31/2001

THIS INSTRUMENT PREPARED BY:

W. Wilson II
JUDGE B. WILSON II
Wyatt, Tarrant & Combs
250 W. Main St., Suite 1700
Lexington, KY 40507-1746

STATE OF KENTUCKY, COUNTY OF WOODFORD, SCT. I, CORINE C. WOOLUMS, CLERK OF WOODFORD COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED IN MY OFFICE

FOR RECORD, AT 9:15 A M, ON THE 20 DAY OF March 1998
CORINE C. WOOLUMS, CLERK

BY: Fellie Jo Hartley D.C.