

BOOK 363 PAGE 71 12364-2

RESTRICTIVE AND PROTECTIVE COVENANTS FOR
VALLEY VIEW ESTATES

WHEREAS, the undersigned, as owners and developers of that certain subdivision known and identified as Valley View Estates as shown upon the plat thereof of record in Plat Cabinet 5, Slot 4 in the Office of the Clerk of Nelson County Court, and

WHEREAS, the owners and developers desire to impose upon said real estate described as Valley View Estates certain reasonable restrictions certain reasonable restrictions, covenants and conditions so as to promote the development, use, occupancy and value of said real estate and improvements thereon,

NOW THEREFORE, the undersigned owners and developers do hereby subject the real estate comprising Valley View Estates as shown on the aforementioned plat thereof to the covenants, conditions and restrictions set forth as follows:

1. LAND USE:

No lot within the Subdivision shall be used except for single family residential purposes, and no lot within the Subdivision shall be used for ingress and egress to adjacent property without approval of the Architectural Control Committee.

2. FURTHER SUBDIVISION RESTRICTED: No lot or lots shall be further subdivided.

3. LIMITATION ON STRUCTURES: Except as may be provided elsewhere in this document, no building or other structure shall be erected, altered, placed or permitted to remain on any of the lots comprising said Subdivision other than one (1) single-family residential dwelling designed for the occupancy of one (1) family (including any domestic servants living on the premises), not exceed three (3) stories in height and which shall contain a private garage as specified in Paragraph 6 herein, along with not more than one (1) outbuilding. Said outbuildings shall be permanent in nature and shall be subject to the terms and conditions as specified in paragraph 8 herein.

No trade or business of any kind (and no practice of law, medicine, dentistry, chiropody, osteopathy, and like endeavors) shall be conducted on any lot, nor shall anything be done thereon that may become an annoyance to the neighborhood.

4. TEMPORARY STRUCTURES: UNDERGROUND HOUSES: No mobile home, house trailer, trailer, tent, shack, storage shed, modular structure, or any other temporary structure, and no underground houses, shall be erected, altered, placed or permitted to remain on any of the lots comprising said Subdivision, nor shall any such structure be used as a temporary or permanent residence within said Subdivision

5. DWELLING SIZE: The required minimum square footage for the primary permanent residential structure to be located on any lot within the Subdivision, measured from outside of the exterior walls, shall be as follows:

(a) All single story dwellings with an attached garage must have a minimum of 1550 square feet.

(b) All single story dwellings having a drive-in basement, must have a minimum of 1750 square feet.

(c) All tri-level dwellings must have a minimum of 1750 square feet plus a garage

(d) All mid-entry dwellings must have a minimum of 1,200 square feet on the ground floor

(e) All one and one-half story dwellings must have a minimum of 1,200 square feet on the first floor and a minimum of 500 square feet on the second floor.

(f) All two and three story dwellings must have a minimum of 1200 square feet on the first floor and 800 square feet on the second floor.

The minimum requirements set forth in this paragraph shall be exclusive of garages, basements, attics, carports, breezeways, porches and patios.

(g) The roof on all structures must have a pitch of at least 7-12, unless otherwise approved by the Architectural Control Committee.

6. GARAGES: All dwellings constructed within the Subdivision shall have rear entry or side entry garages, either contained within or attached to the dwelling. All garages must be capable of housing two passenger automobiles and must contain one sixteen foot (16') wide door or two eight foot (8') wide doors, and shall be given the same architectural treatment and be constructed of the same materials as the main structure.

7. COMMERCIAL ACTIVITIES & NUISANCE PROHIBITED: No commercial activity shall be permitted upon any lot other than those activities of the Owners, Developers and any builders and contractors associated with the development, construction, maintenance and sale of the properties and residences to be located thereon and related activities. No noxious or offensive trade or activity shall be conducted or carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No junk vehicles, vehicles undergoing repair or maintenance, garbage, trash or other waste shall be kept or permitted to remain on the premises with the exception of trash and garbage generated by normal residential use which shall be kept in clean, well-maintained

sanitary containers, subject to all laws and regulations applicable to the same, prior to regularly scheduled removal.

In the event the Architectural Control Committee determines an area to be unsightly or a nuisance, the Architectural Control Committee specified below, shall notify the property owner and the property owner shall have fourteen (14) days in which to correct the unsightly area or nuisance. In the event the property owner fails to do so, the Architectural Control Committee shall have the right to remedy the situation and the cost of said remedy will constitute a lien against the property of the owner.

8. CONSTRUCTION PLAN APPROVAL: ARCHITECTURAL CONTROL COMMITTEE:

No building shall be erected, placed, altered or permitted to remain on any lot within said Subdivision until the construction plans and specifications and a plan showing the location and orientation of the structure and driveway, have been submitted to and approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external designs and materials with existing or planned structures, including other homes in the Subdivision, and as to location with respect to topography, final grade elevation, other improvements, and as to such other criteria as the Architectural Control Committee may in its reasonable discretion adopt from time to time. All exterior building materials shall, unless approved in writing by the Architectural Control Committee, be either brick or stone veneer, which shall be extended to the finish grade of the lot, and all houses of vinyl or other siding must have bricked foundations. One copy of all approved plans shall be retained in the records of the Architectural Control Committee.

The Architectural Control Committee shall be comprised of two members, to initially include Daniel R. Raisor and Janet S. Raisor, both of Nelson County, Kentucky. The Architectural Control Committee may designate a representative to receive applications which shall then be reviewed by both members of the Committee. In the event of the death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither member of this Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. As long as the Owners and Developers own a portion of the real estate subject to these restrictions, the membership of the Architectural Control Committee shall remain as set forth above. When the Owners and Developers no longer own any portion of the subject real property, then the record

owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the absence of such approval by the committee, no construction shall be permitted to commence or continue on the lot in question.

9. FENCES AND WALLS: All materials used in the construction of fencing and walls must be approved by the Architectural Control Committee prior to the construction of same upon any lot. Any fence or wall proposed to be constructed within one hundred (100) feet of the public roadway fronting any lot shall be constructed in four (4) or five (5) rung uniform painted five inch (5") plank or board fence, or any other type approved by the Architectural Control Committee. Any other fence located more than one hundred (100) feet from the public roadway must be approved if other materials are used. All alterations in the material or construction of fences or walls must receive prior written approval by the Architectural Control Committee. Notwithstanding any of the provisions hereof, there shall be no electric or barbed wire fences allowed in the subdivision. All paint colors for fences or walls must receive prior written approval from the Architectural Control Committee.

10. RETAINING WALLS: All retaining walls upon any lot shall be faced with brick or stone.

11. UTILITIES: all properties will be served by underground utilities.

12. SIGNS: No signs of any kind may be displayed to the public view upon any lot except one professional sign of not more than six (6) square feet in area advertising the property for sale or rent, and such signs as may be used by the Owners, Developers, or Builders to advertise the property during the construction and sales period.

13. SATELLITE DISHES & ANTENNAE: Satellite dishes, television and radio antennae shall be permitted within the subdivision. In the event a property owner wished to install a satellite dish, the owner may do so only upon approval of the Architectural Control Committee. The owner shall submit a plan for the location of the satellite dish along with a method of screening around the location of the satellite dish which screening may be either man-made or of natural vegetation of sufficient height to conceal the dish from sight from adjoining property owners.

14. EXTERIOR LIGHTING: No exterior lighting, including recreational, landscape and/or security lighting, shall be installed or maintained on any lot which light is determined to be objectionable by the Architectural Control Committee. Upon being given notice by the Architectural Control Committee that any exterior lighting is objectionable, the owner of the lot on which the same is located shall immediately remove said light, or have it shielded in such a way that it is no longer objectionable.

15. CLOTHESLINES: Each lot shall be allowed to construct one outside clothesline up to twenty (20) feet in length however one end of said clothesline must be attached to the primary residence.

16. APPURTENANCES, IMPROVEMENTS, & OTHER PERMANENT STRUCTURES. No appurtenances, improvements, or other permanent structures shall be constructed or placed on any lot without prior written approval by the Architectural Control Committee. Such permanent structures shall include but not be limited to pools, fences, gazebos and/or storage facilities. No exterior alterations of any existing building shall be permitted without the prior written approval of the Architectural Control Committee. No additional windows, platforms, etc., which may invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures.

(a) Flashing, vents, louvers, etc. – The roof pipes, vents, louvers, flashing, and utility equipment must be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Architectural Control Committee.

(b) Swimming pools – There will be no above ground pools constructed on Lots 31 through 41, of Valley View Estates. All above-ground pools shall be surrounded by a deck. The construction of swimming pools must be approved in writing by the Architectural Control Committee prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Architectural Control Committee for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreation area will be installed without the approval of the Architectural Control Committee and if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.

Notwithstanding the provisions of Numerical Paragraph No. 9 above, privacy or chain link fences no more than 4 ½ feet in height may be erected around in-ground swimming pools. The type of said fencing must be approved in writing by the Architectural Control Committee prior to construction. In no event shall any fence be constructed of barbed wire nor shall there be any installation of electric fences.

(c) Tennis Courts—No tennis courts shall be constructed without prior approval of the Architectural Control Committee. Any tennis court approved by the Architectural Control Committee shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Architectural Control Committee for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court. No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

(d) Mailboxes – All mailbox posts shall be of black wrought iron of a uniform design to be selected by the Architectural Control Committee.

17. BUILDING & LOT MAINTENANCE: All lots, buildings and other improvements thereon shall be kept in a clean, safe, and orderly manner and shall be maintained in good condition and repair. Individual lots and all landscaping thereon shall be mowed, trimmed and maintained by their owners with sufficient regularity so as to keep them compatible with a well-groomed residential area. In the event the owner of a developed lot allows the ground cover to become unsightly and fails to cut the ground cover within forty-eight (48) hours after being notified to do so by the Architectural Control Committee, the Architectural Control Committee shall have the authority to mow said lot and to assess the cost of said mowing against the lot owner. All lots not built on will be mowed at least four (4) times per year. All lots will be mowed at the same time. In the event the owner of an undeveloped lot fails to keep the lot mowed, the Architectural Control Committee shall have the authority to mow said lot and to assess the cost of said mowing against the lot owner.

The roadway in front of all lots will be kept clean and clear of debris by the property owner at all times, including the period of construction. It will be the responsibility of the property owner to immediately clear all mud from the street during the period of construction.

18. LIVESTOCK, POULTRY & PETS: No more than two (2) each traditional domestic animals in this geographic area (i.e. cats, dogs, or birds) shall be housed or kept on any lot. No pets, including traditional domestic animals, shall be kept for any commercial or breeding purposes. All traditional household pets shall be housed in the lot owner's residential dwelling at night. No dog pens, dog houses, or kennels shall be permitted on any lot within the subdivision.

Cows, horses, llamas, goats, and sheep may be maintained and kept on a lot of greater than two (2) acres after the construction and completion of a residence. Said specifically named animals may be kept at the rate of one (1) animal per acre of fenced property. No other species of animals are permitted. No feed lots or pens shall be permitted on any lot within the subdivision.

19. DRILLING & MINING OPERATIONS: No oil, gas, or other mineral drilling, development, refining, exploration, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20. DRIVEWAYS & ENTRANCES: Prior to the start of construction upon any individual lot, a road, culvert must be installed as directed by the Architectural Control Committee. All entrances, excluding driveways, to any lot shall be paved from the edge of the blacktop of the public roadway to the property line of any lot, at the expense of the owner. All such entrances shall be constructed of brick, blacktop, or concrete from the public access road/street. Notwithstanding the location of the residence, all driveways leading to a residence must be surfaced in one of the three (3) materials set out above to the residence beginning at the edge of the public roadway leading back, toward the residence, with the exception of Lot 50, whose driveway must be paved from the County Road to the wooded area of said lot. Said construction shall be completed prior to the occupancy of the residence or as soon thereafter as weather permits the

completion of the construction of the driveway. Any other entrance or roadway to other portions of the property shall be completed within thirty (30) days from the commencement of construction. All entrances and roadways, not constituting a driveway, must receive prior written approval from the Architectural Control Committee prior to the commencement of construction.

21. GARDENS: No garden larger than 40' X 60' shall be permitted on any lot, and all debris must be removed from the garden area at the end of the growing season.

22. CONSTRUCTION COMPLETION: Construction of all houses and outbuildings upon lot of the Subdivision, including driveways, must be completed within twelve (12) months of plan approval by the Architectural Control Committee unless prior written approval is received from the Architectural Control Committee extending the construction period.

23. SUBDIVISION EASEMENTS: All lots located within the Subdivision are subject to all easements for roads, streets, utilities and drainage as indicated upon the recorded plat of the Subdivision or of record, and each owner grants to the respective utility companies the right of ingress and egress over said easements at any and all reasonable times for the purpose of construction, maintenance and repair of all such easements and utilities.

24. VEHICLE PARKING: No trailers, commercial trucks, commercial vehicles or construction equipment shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or outbuilding. Any campers, camping vehicles, toppers, recreational vehicles, or boats, may be kept on a lot so long as they are kept in such a manner so as not to be visible from a public roadway. No vehicles may be parked on any street for a period in excess of twenty-four (24) hours in any one calendar month. No vehicles may be parked on any street for a period in excess of forty-eight (48) hours in any one calendar year. Any and all routine automobile maintenance shall be conducted within close proximity to the garage entrance. No such routine maintenance shall be permitted to be performed on any Subdivision street or on any portion of driveways within close proximity to the Subdivision streets.

25. ACCESS LIMITATIONS: No path, passage, roadway or ways of ingress or egress shall be constructed or permitted to or from any real estate included in the Subdivision, except those entrances, roads and rights of way created by the

Architectural Control Committee as streets, driveways to individual residences and other entrances to lots which are approved by the Architectural Control Committee.

26. LANDSCAPING DURING CONSTRUCTION: During construction, builder shall be responsible for the following:

(a) All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the Subdivision. If such debris is not promptly removed, the Architectural Control Committee shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

(b) No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.

(c) Run off and erosion shall be controlled on site during construction while the site is disturbed.

27. PERMANENT LANDSCAPING PLANS: All permanent landscaping plans must be approved in writing by the Architectural Control Committee prior to planting. The landscaping plan submitted to the Architectural Control Committee for approval shall include the following requirements:

(a) Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by the Architectural Control Committee.

(b) All barren areas must be sodded or seeded within thirty (30) days of occupancy the residence unless otherwise approved by the Architectural Control Committee.

(c) The plan shall include the planting of at least four (4) trees within 75 feet of the residence to include the planting of at least 1 ½ inch caliber deciduous trees in the front yard which trees shall be either oak, crimson king, maple, sugar maple, or royal red maple or others approved by the Architectural Control Committee.

(d) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

28. PONDS OR LAKES: In the event any owner shall have a pond or lake dug or constructed on any lot in the subdivision which does not hold water, then in that event, the pond or lake must be filled in with soil and sodded or sown with grass seed.

and returned to the prior level. The corrective action shall be completed within one (1) year of the date the pond or lake is determined to not hold water.

29. LEGAL COMPLIANCE: Notwithstanding any of the covenants, conditions and restrictions contained herein, or the prior approval of the Architectural Control committee, all buildings, structures and other improvements erected upon any lot in the Subdivision shall conform in all respects to the rules and regulations of the Planning and Zoning Commission of Nelson County, Kentucky, and all other applicable laws, ordinances, building codes, rules and regulations.

30. RESTRICTIONS RUN WITH LAND: These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots in the Subdivision has been recorded, agreeing to changing said covenants in whole or in part. The failure of any lot owner to demand or insist upon the observance of any of the restrictions, covenants and conditions set forth herein shall not be deemed a waiver of past or future violations of the right to seek enforcement of the terms hereof.

31. ENFORCEMENT: Enforcement of these restrictions may be had by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, or both, and may be maintained by the Architectural Control Committee or by the owner of any lot within said Subdivision. In the event of any violation of the restrictions, covenants, and conditions set forth herein, the Architectural Control Committee may notify the lot owner of the violation and demand correction thereof. In the event that the lot owner fails to comply with the provisions hereof within thirty (30) days after receipt of the notice from the Architectural Control Committee, the Architectural Control Committee shall have the right to re-enter and correct the violation, and the cost of correcting such violations shall be paid by the lot owner to the Architectural Control Committee immediately upon demand. In the event a lot owner shall fail to remedy any violation of the restrictions, covenants, and conditions set forth herein within the time period specified above, or shall fail to reimburse the Architectural Control Committee the costs of correcting any violation, then the Architectural Control

Committee or owner of any other lot in the Subdivision, as the case may be, shall be further entitled to recover all reasonable costs and expenses, including reasonable attorney's fees, incurred in enforcement of the terms hereof or collecting any amounts past due.

32. SEVERABILITY:

Invalidation of any one of these Covenants by Judgment or Court Order in no way affects any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners and developers have hereunto subscribed their names, this 8th day of December, 1999.

Daniel R. Raisor
Daniel R. Raisor
Janet S. Raisor by Daniel R. Raisor
her attorney in fact
Janet S. Raisor by Daniel R. Raisor
Her Attorney-in-Fact under Power of
Attorney recorded in Deed Book 232
Page 317, in the Nelson County Court
Clerk's office.

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this 8th day of December, 1999, by Daniel R. Raisor, individually, and as Attorney-in-Fact for Janet S. Raisor, owners and developers of Valley View Subdivision.

John C. Brubaker
Notary Public, State at Large, Kentucky
My commission expires: 9/3/02

I hereby certify the foregoing instrument was drafted by:

Larry Langan
Larry Langan, Attorney at law
114 E. Stephen Foster Ave.
Bardstown, KY 40004
PH: (502) 348-0147

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ATTORNEY AT LAW
NELSON COUNTY CLERK
BY *Robert M. ...*
D.C.