

**RESTRICTIVE COVENANTS FOR
UNIT 3-A, SECTION 1 AND UNIT 3-B
OF
THE PLEASANT VALLEY SUBDIVISION**

GEORGETOWN REAL ESTATE PARTNERS, LLC (herein referred to as "Declarant"), is the owner of Units 3-A, Section 1 and Unit 3-B of the Pleasant Valley Subdivision which are depicted on the subdivision plats of record in Plat Cabinet 9, Slide 305 and Plat Cabinet 9, Slide 306, respectively, in the Scott County Clerk's office (the "Property"). Declarant desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots within the Property. Consequently, Declarant hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Declarant may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Declarant prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Declarant prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Declarant is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property. Notwithstanding the foregoing, nothing herein shall preclude Declarant from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Declarant.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers or recreational vehicles or boats shall be allowed to be parked upon streets or public rights-of-way in the

Property or on any portion of the Property other than within a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter shall be erected or placed on any Lot unless its design, size, color and placement are approved in writing by Declarant. No outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds, and grass over 9" in height, the Declarant shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Declarant deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Declarant, the owner of such lot shall reimburse Declarant for all costs incurred in performing such work and Declarant shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Declarant demands payment and ending on the date that Declarant is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Declarant shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ASSOCIATION; ENFORCEMENT.** All owners of lots within the Property shall automatically become members of the Pleasant Valley Maintenance Association, Inc. (the "Association") upon the acceptance of the deed to their lot whereupon they will be deemed to have agreed to pay all homeowner's assessments assessed by the Association and to abide by the terms and provisions of all rules, regulations and other agreements promulgated by the Association. Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2042, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Scott County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence. No chain link fences shall be permitted.

15. **AREA PROTECTED.** All restrictions, covenants and conditions included herein shall apply only to Units 3-A, Section 1 and 3-B of the Pleasant Valley Subdivision, as shown on the subdivision plats of record in Plat Cabinet 9, Slide 305 and Plat Cabinet 9, Slide 306, respectively, as well as any amendments thereto, in the Office of the Scott County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable local governmental land planning and zoning laws, regulations and ordinances as adopted from time to time.

17. **"H.O.A." OPEN SPACE, DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and/or until an appropriate governmental authority assumes all responsibility for maintaining all areas within any "H.O.A." open space, detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot. As described in the "notes" section of the plats for Unit 3-A, Section 1 and Unit 3-B of the Pleasant Valley Subdivision, "the Home Owners Association shall own and maintain all open spaces including parks, buffers, and any other common areas."

18. **MAILBOXES.** A mailbox selected by Declarant will be placed on each buildable lot within the Property at the expense of the lot owner. Such mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant.

19. **SWIMMING POOLS.** All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No construction of swimming pools shall be commenced until approved in writing by Declarant. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Declarant 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 such construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreational area will be installed without the prior written approval of Declarant. If allowed, such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting. No permanent or temporary dome type enclosures shall be permitted.

20. **AMENDMENTS.** The Declarant may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the subdivision is hindered or made less economical in any way by any provisions hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Declarant to others of ninety-Five (95%) percent of all the lots in Unit 3-A, Section 1 and Unit 2-B of the Subdivision.

IN WITNESS WHEREOF, Declarant has executed this instrument by and through its duly authorized officer as of the 14th day of February, 2012.

GEORGETOWN REAL ESTATE PARTNERS, LLC

BY: _____

D. RAY BALL, JR., MEMBER

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 14th day of February, 2012, by D. Ray Ball, Jr., as Member of Georgetown Real Estate Partners, LLC, a Kentucky limited liability company, on behalf of the company.

Sharon Smoot 412445
NOTARY PUBLIC
My commission expires: 1-25-2014

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris, Esq.
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191

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