

**DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
Cave Run Estates**

THIS DECLARATION OF COVENANTS, EASEMENTS CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 22<sup>nd</sup> day of September, 2006 by Countrytyme Kentucky, LLC, a Kentucky limited liability company, whose address is 175 Alpine Drive, Shelbyville, Kentucky ("Developer")

A. Developer is the owner of the real property more fully described on Plat Cabinet 10, Slide 118, 119, 120 Jessamine County Recorder's Office and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision ("Subdivision") consisting of individual Lots as shown on the recorded Plat (the "Lots"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners"), the Developer, its successors and assigns, and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## GENERAL PROVISIONS

Developer reserves the right at any time prior to the transfer of the last Lot owned by it in the Subdivision to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last lot owned by it in the Subdivision, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various Owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

## DEVELOPMENT & USE RESTRICTIONS

### I. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence.

B. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot that is unlawful or hazardous, or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot.

C. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground are prohibited.

D. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

E. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property. This provision shall not prohibit a “home office” use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

F. Vehicles. No commercial vehicles, boats, trailers, campers, buses or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view). As used herein, the word “trailer” shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or the storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word “commercial vehicle” shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto.

G. Antennae. No outside television or radio aerial or antenna, or other kind of antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

H. Fencing. Fences or walls shall be constructed of wood, approved plastic, vinyl, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted. All fencing located upon any Lot shall be maintained by the Owner of the Lot on which it is located, in a neat and orderly condition.

I. Lot Maintenance. Should the owner of any lot fail to maintain the lawn up to the street, the developer or it’s assigns may enter such lot to cut grass and/or weeds and to remove any debris necessary and shall be entitled to collect it’s cost of labor and material, plus twenty-five percent (25%) from the owner of said lot.

## II. EASEMENTS AND LICENSES

A. Reservation of Special Easement. The Developer reserves a utility easement, as defined on the Plat. Within said utility easement, on lots 1 and 26, Developer further reserves an entranceway with landscaping, which it deems beneficial to the Property. Said entranceway with landscaping on lots 1 and 26, within the utility easement are hereinafter referred to as the "Entranceway". Unless indicated otherwise, the Entranceway is also no-build zones, as is the utility easement, and therefore, the Owner(s) of the Lot(s) affected by the Entranceway agree not to build in said area.

B. Cost-Sharing Agreement. By accepting a deed to a Lot, each Owner is agreeing to a cost-sharing agreement to maintain, repair and upkeep the Entranceway. The Owner of each Lot shall be entitled to one vote (hereinafter referred to as a "Lot Vote") per lot with regards to the Entranceway. All decisions and establishing of procedures as to the extent or the need of maintenance, repair and upkeep of the Entranceway shall be as a majority of said Lot Votes deems fit. The Owner(s) of the Lot(s) containing the Entranceway agree to allow a landscaping company chosen by a majority of the Lot Votes to access the Special Easement areas to conduct work on the Entranceway. The work may include, but not be limited to, planting flowers/plants/trees, removing weeds/debris, mowing and watering. A sprinkler system has been installed in the Entranceway area to water these areas. The system (including a separate meter) is connected to the street and expenses associated with water usage, maintenance and repair of the sprinkler system shall be part of the cost-sharing agreement for the Entranceway. Nothing in this agreement shall prevent a Lot Vote from being exercised by proxy. If any Owner institutes maintenance, repair, or upkeep procedures without the prior authority of a majority of the Lot Votes, said Owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the Property. Until 75% of the lots are sold, Developer will fund, maintain and control all expenses for the Entranceway. Once 75% of the lots are sold the Owners shall assume total control of the cost-sharing agreement, including setting the annual assessment amount, collection of assessments and maintenance of the Entranceway.

Notwithstanding the foregoing, each new Owner, upon purchasing a lot shall be responsible for and billed at closing a prorated amount for the cost-sharing agreement that shall not exceed \$100 per annum. These amounts collected shall be deposited into a segregated account held by the Developer for the future benefit of the cost-sharing agreement until 75% of the lots are sold. Once 75% of the lots are sold this account shall become the property of the Owners for the ongoing maintenance of the Entranceway.

## III. BUILDING REQUIREMENTS

A. The minimum sizes of the homes (exclusive of basements, attics, decks, patios, and garages) shall be 2500 sq. ft for a ranch, 3000 sq. ft. for a one and a half and 3200 sq. ft. for a two story.

B. All exterior building materials will be natural materials or Hardy Plank. Vinyl and aluminum are not permitted.

C. Detached garages shall be of similar design and look to the main house. Garages shall be rear or side entry. Driveways for vacant Lots and for Lots under construction may be gravel, but they must be well maintained and dust shall be controlled. After a dwelling is

