

**Mail to:**  
*Howe Farm 1k*

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
BURLEY RIDGE SUBDIVISION  
(PLAT CABINET 11 , SLIDE 493)  
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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**WHEREAS**, Hare Farm, Inc., a Kentucky corporation, hereinafter called "Developer", whose mailing address is P.O. Box 863, Nicholasville, Kentucky 40340-0863 and whose principal office is located at 1402 Chrisman Mill Road, Nicholasville, KY 40356, is the owner and developer of Burley Ridge Subdivision, Nicholasville, Jessamine County, Kentucky (collectively "Lots" or singularly "Lot"), a plat of the Lots appears of record in Plat Cabinet 11, Slide 493, in the Jessamine County Clerk's Office ("Burley Ridge");

**WHEREAS**, in the beneficial interests of the Developer and future owners of the Lots, it is desirable to subject the Lots to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvements, and maintenance of the Lots, in order to

- a) cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and enhance the aesthetic appearance and value of the Lots and residences; and
- b) prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said Lots.

**WHEREAS**, the Developer desires to reserve for itself, its successors and assigns the sole and unfettered discretion to review and approve certain aspects of the plans and specifications for the improvement of the Lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes, and

**THEREFORE**, Developer hereby makes, constitutes and establishes the covenants, conditions and restrictions as to the development, use and occupancy of the Lots in Burley Ridge as follows:

**I. APPROVAL OF PLANS**

1.01 Procedures and Content: No improvements, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site, (3) rear, front and side elevations and floor plans, (4) type and color of all exterior building surfaces including, without limitation trim and roof (only 3-dimensional asphalt shingles of black or earth-tone color may be used) and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools and porches, (9) parking areas, (10) mailbox location (see Section 4.05 herein), (11) samples of materials to be used to the extent requested by the Developer) and (12) such other information, data and drawings as may be reasonably requested by the Developer. The owners of the Lots may be required to pay a reasonable fee for review of such plans by the Developer.

1.02 Basis of Approval: Approval shall be exercised in the sole and unfettered discretion of the Developer or by any person, committee or association to whom it may assign the right and may be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in the Burley Ridge, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purpose of these restrictions.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specification within thirty (30) days after the same have been delivered to the Developer, the owner shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15 day period it shall be presumed that the Developer has approved said plans and specifications.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of failure to approve any plans. The discretion and judgment exercised by the Developer, or its appointed representative, in this process shall be unfettered. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that any claim or cause of action against the Developer or its representative regarding this process is waived.

JESSAMINE COUNTY  
**D744 PG163**

## II. BUILDING AND SITE REGULATIONS

**2.01 Land Use:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height. No dwelling shall be constructed such that it has cantilevered, bump-outs or exterior protrusions for fireplaces, TV/entertainment centers, tubs, or any other purpose unless grounded to the earth, and meeting all of the exterior finish requirements set forth herein. The height of all bump-outs shall reach or exceed the roof line of the dwelling. All windows in each dwelling shall be of a low E glass rating and the color of the windows shall only be white, off-white and warm or earth-tone. Each single family dwelling shall have an attached garage, fully integrated into the structure of the residence and entry into which from the residence shall be from the first floor of the residence only, with space for at least two automobiles and with carriage-style garage doors with straps, handles and decorative windows. A single detached storage building shall be permitted on any Lot, but it shall be no larger than 24' x 28' feet; shall be constructed on a permanent foundation; shall have the same roof pitch as the residence; and shall have the same exterior as the dwelling or residence. No conventional, split-level foyer type residences shall be constructed on the Lots.

**2.02 Materials:** (a) **Any dwelling erected, placed, altered or permitted to remain on any 70' wide Lot in Burley Ridge (i.e. Lots 2-6, 155-158, 161-166, 169-175, 380-389, 398-404 and 407-414)** shall be constructed entirely of brick veneer on its front face although there may be accents other than brick used on the front face, but limited to "shake" and 6 ½ inch "beaded" vinyl, Hardy Plank or stone only, if approved by the Developer, or by any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Only Hardy Plank or vinyl shall be applied to the remaining sides and rear faces of the exteriors of dwellings (e.g., no wood, stucco or Masonite). If vinyl siding is used, then it shall be restricted to 6 ½ inch "beaded" vinyl. All sides and rear faces of the dwelling shall have "brick to grade" exteriors with the brick starting from the first floor level and extending downward to grade and there shall be no exposed concrete, concrete block, stucco or other type of exposed foundation. The Developer, or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, shall have the sole right to approve or disapprove materials and colors. The roof pitch shall be no less than 7::12 for residences constructed on 70' wide Lots, but there may be slight variations approved by the Developer or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion.

(b) **Any dwelling erected, placed, altered or permitted to remain on any 80' wide Lot in Burley Ridge (i.e., Lots 344-368)** shall be constructed entirely of brick veneer on its front and side faces although there may be may be accents other than brick used on the front face and side faces, but limited to "shake" and 6 ½ inch "beaded" vinyl, Hardy Plank or stone only, if approved by the Developer, or by any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Only Hardy Plank or vinyl shall be applied to the rear faces of the exteriors of buildings (e.g., no wood, stucco or Masonite). If vinyl siding is used, then it shall be restricted to 6 ½ inch "beaded" vinyl. All sides of the dwelling shall have "brick to grade" exteriors with the brick starting from the first floor level and extending downward to grade and there shall be no exposed concrete, concrete block, stucco or other type of exposed foundation. The Developer, or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, shall have the sole right to approve or disapprove materials and colors. The roof pitch shall be no less than 8::12 for residences constructed on 80' wide Lots, but there may be slight variations approved by the Developer or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion.

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2.03 Dwelling Size: (a) No single family residence constructed **on any of the 70' wide Lots** shall have a ground floor area of less than 1,600 square feet in the case of a one-story structure and of less than 1,100 sq. ft. on the ground floor and 1900 square feet total above grade on all one and one-half story and all two-story structures with all size restrictions to be calculated in accordance with the American National Standards Institute 2765-2003 (ANSI), as may be amended from time to time. For each dwelling, there shall be an attached a two-car garage of identical construction as the dwelling.

(b) No single family residence constructed **on any of the 80' wide Lots** shall have a ground floor area of less than 1,800 square feet in the case of a one-story structure and of less than 1,100 sq. ft. on the ground floor and 2,200 square feet total above grade on all one and one-half story and all two-story structures with all size restrictions to be calculated in accordance with the American National Standards Institute 2765-2003 (ANSI), as may be amended from time to time. For each dwelling, there shall be at least an attached a two-car garage of identical construction as the dwelling.

2.04 Commencement of Construction: All Lot owners shall start and complete construction within one year (except for Lots unsold by Developer) from date Developer deeds the Lot to the owner, or Developer has the option to repurchase the Lot for the price paid by owner. Once started, construction shall proceed diligently until completed. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within three (3) months from the time of said approval. If construction is not commenced within three (3) months from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such Lot unless the Developer or its representative agrees in writing to extend said period. The Developer hereby expressly reserves the right to extend the time periods above.

2.05 Construction of Driveways: All driveways constructed on any Lot in Burley Ridge shall be of concrete material and constructed within 60 days of time of occupancy.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements on a Lot or for some other reason, silt would drain off of a Lot to any adjacent property, the owner of such Lot shall be obligated to provide a means of siltation control to prevent such drainage onto such adjacent property.

2.07 Landscaping: Every property owner shall cause to be maintained a grass cover on that portion of the Lot not occupied by the dwelling. All yard areas shall be natural grass with sod to be laid in the entire area of the front and side yards and for a depth of 30 feet in the rear yard extending and as measured from the rear face of the dwelling. Grass shall be planted in the remainder of the rear yard. Such ground cover shall not exceed nine (9) inches in height at any time. There shall be no artificial surfaces installed on yard areas such as gravel, astro turf, or the like. There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, pink flamingos, concrete animals, etc. without the prior written approval of the Developer.

A minimum of \$1,500.00 (retail value) shall be expended on foundation plantings (exclusive of the cost of sod

and front yard trees). Landscaping, including but without limitation grass or sod, shall be completed within 60 days of occupancy or in the case of a non-occupied house within 120 days from when the main electric hook-up is made. In no event shall the completion of landscaping be delayed beyond 24 months from the date plans are approved.

During the next planting season following the completion of the construction of the dwelling on each Lot (i.e., during the fall and early winter months, as determined by the Developer's landscaping contractor in its sole and unfettered discretion) the Developer shall have planted the initial "street trees" in the front yard of the Lots. The estimated cost of purchasing and planting the initial "street trees" shall be passed on by the Developer to the builder or Lot owner, as the case may be, and collected by the Developer at the closing of the Lot. In the event the "street trees", or any one of them, planted by the Developer do not survive, they shall be replaced by the builder or Lot owner with the same specie of tree as was planted initially by the Developer and the cost of purchasing and planting the replacement(s) shall be borne solely by the builder or Lot owner. No tree shall be destroyed or removed from any Lot unless approved by the Developer. For every tree that is removed, the Developer may require the Lot owner to plant two trees.

2.08 Refuse Containers and Screening: Garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the Lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by the edge of the road for pick up, said containers shall be set out the evening before pick up and shall be removed from the road by the evening of the day of pick up.

### **III. MAINTENANCE REQUIREMENTS**

3.01 Maintenance of Lots and Buildings: No Lot and no residence shall be permitted to become overgrown, unsightly or to fall into disrepair. No Lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. All rubbish, trash and garbage shall be removed from the Lot(s) and shall not be allowed to accumulate. In the event the owner of any Lot fails to keep and maintain the Lot in a good condition, free of trash, debris, or weeds or the grass in the residence yard exceeds nine (9) inches in height, the Developer shall have the right, including without limitation, to clean, mow and maintain the said Lot, charge the owner for its cost plus 25%, and record a lien against the Lot for such cost.

3.02 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any Lot and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the Lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the Lots or of the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the Lots other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the other Lots by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the Lots, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

### **IV. GENERAL RESTRICTIONS**

4.01 Animals: No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept,

bred, or maintained for any commercial purposes. No more than two dogs and two cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

All pets must be kept on a leash and not allowed to wander on any Lot unless under the direct control of the owner of the pet, and such pets must be controlled so as not to create damage or be a nuisance to other Lot owners. Barking and howling dogs will not be allowed to remain on the Lots if they become a nuisance to other owners.

4.02 Trucks/Recreational Vehicles/Boats: No Lot owner shall be permitted to keep campers, boats and any other recreational machine where they may be viewed by neighboring Lot owners or seen from the street.

No commercial vehicles, inoperable motor vehicles, trucks over ¾ ton and/or recreational vehicles shall be parked on the Lots or on any street in Burley Ridge for a period in excess of 24 hours. No trailers, campers, boats or the like, shall be permitted to be parked at any time in the area between the existing residence and existing street, nor in the street, and further, no vehicle shall be parked or maintained in the yard area from the existing building line to the street, nor in any street.

No person shall engage in any mechanical repairs on any vehicle for others at any time. No person shall engage in any mechanical repairs on any vehicle for himself unless performed within the garage of the residence.

4.03 Manufactured Homes, Etc.: There shall not be erected, placed, altered, or permitted to remain on any Lot in said subdivision any manufactured homes, modular homes, mobile homes, temporary or permanent, trailers, tents, shacks, detached garages, or other outbuildings, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence.

4.04 Fences: To maintain the open look and feel of Burley Ridge, there will be no fences or walls of any kind erected anywhere on any Lot within Burley Ridge Subdivision except 4-board, horse farm type installed no closer to the street than a line established by and drawn between the two back corners of the house, as determined by the two back corners furthest from each other, with said line to be extended to the side lot lines of the Lot.

4.05 Mailboxes: Mailboxes shall be of a make, design and color determined by the Developer and purchased from a source chosen by the Developer, all at its sole and unfettered discretion. Further, Any lettering, numbering, insignia or otherwise which appears on the mailboxes will be chosen by the Developer in its sole and unfettered discretion and shall be maintained thereon permanently.

4.06 Signs: No signs whatsoever shall be erected or maintained on the Lots with the exception of those placed by the Developer or realtor's standard sign when a Lot is for sale.

4.07 Business/Home Occupations: No trade or business of any kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of a business activity is not apparent or detectable by sight, sound or smell from outside the dwelling, does not involve more than one (1) customer coming onto the Lot at any one time, has no daily outside employees, and is consistent with the residential character of the Burley Ridge) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions thereof, a new house may be used by the builder thereof as a model home for display or for the Developer's own office, provided said use terminates within two years from completion of that dwelling. The Developer may extend this period in its sole and unfettered discretion.

4.08 Hobbies: Hobbies or activities that tend to detract from the aesthetic character of the Lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer.

4.09 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from adjoining Lots and which do not have the written permission from Developer. Location of holding tanks must be on the site plan. Above ground swimming pools are not permitted, and no swimming pools are permitted in front yards. Drainage, fencing placement and lighting plans shall be included in the construction plans submitted to Developer for approval. All pools shall be required to have adequate fencing.

4.10 Firearms: There shall be no hunting or discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon Lots.

4.11 Clotheslines: No outside clotheslines shall be erected or placed on any Lot which are visible from other Lots.

4.12 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence.

4.13 Utility Easements: No utility easement can be fenced. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or may change or obstruct the flow of water through these easements. The easement areas of each Lot shall be maintained continuously by the owner of each Lot, except those improvements for which a public authority or utility company is responsible.

4.14 Minimum Building Lot and Set Back Lines: No dwelling shall be erected or placed on any Lot unless the placement of such dwelling shall conform in every respect to the building lines shown on the recorded plat. All other setback restrictions for all structures shall conform to those promulgated by the Nicholasville Planning Commission, as same may be amended from time to time.

4.15 Resubdivision: No Lot in Burley Ridge may be subdivided into multiple parcels.

4.16 Monument Signs/Entry Features: The Developer reserves the right (but not the obligation) to construct monument signs, landscaping features or similar type of improvements upon any Lot or common area in Burley Ridge near any street intersection leading into the Burley Ridge. Any such feature shall be constructed at the expense of either the Developer or the Association and maintained at the expense of the Association. An easement is hereby reserved over the appropriate portion of any such Lot in favor of the Developer and the Association in order to facilitate the construction and maintenance of the feature.

4.17 Renting and Leasing: No Lot or portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room similar services; of (ii) rental to roomers or boarders (rental to one or more persons of a portion of a Lot). No lease may be less than a Lot. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof and shall provide that the failure by the tenant to comply with the terms of these Restrictions and lawful rules and regulations of the Association shall be a default under the lease. Prior to the commencement of the term of a lease, the owner of the Lot shall notify the



Board of Directors of the Association, in writing, as to the name or names of the tenant or tenants and the period during which the lease term shall be in effect. In addition, in order to assure that Burley Ridge, from time to time, meets the requirements of institutional first mortgages and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or Burley Ridge for owner-occupant residential financing, and to maintain the character of Burley Ridge residential development as primary housing for owner-occupants, the Board of Directors of the Association, from time to time, may adopt rules limiting or restricting the number of residences within Burley Ridge residential development that may be rented, provided, that no such rules shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Lot by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Lot of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Lot(s) so acquired, or (ii) the Developer to rent a Lot(s) owned by the Developer.

4.18 Basketball Goals: No basketball goal shall be permanently erected without the approval of the Developer in writing. All basketball goals must be situated on the driveway near the dwelling or at the rear of the Lot. No basketball goal shall be placed on the street, sidewalk or utility strip in front of the Lot or in any common areas. All permanently installed basketball goals must have a transparent backboard. No lighting or illumination devices shall be allowed to be attached to the goal, backboard or support structure, and no detached lighting devices shall be permitted if the purpose of which is to facilitate the playing of basketball during the evening hours.

4.19 Propane Gas Tanks: Any propane or natural gas tanks located on the Lots shall be no larger than 120 gallons in size.

4.20 Radon Pipes: Any radon pipe which exits via the exterior of a dwelling and runs vertically up to the roof line must be painted so as to blend in with the exterior of the dwelling.

4.21 Garbage Containers, Tanks, Air Conditioning and Utility Areas: Garbage containers, tanks of any kind, air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences or solid materials and will be located as far from property lines as reasonably possible. Garbage containers may be moved to the curb no earlier than the evening before the day of collection and removed from the curb no later than the evening of the day of collection.

## V. HOMEOWNER'S ASSOCIATION

The Articles of Incorporation of Burley Ridge Homeowners' Association, Inc. ("Association") which may be amended from time to time, will be recorded in the Office of the Jessamine County Clerk in Nicholasville, Kentucky.

5.01 Membership: Every owner of a Lot in Burley Ridge shall be a member of the Association, and by acceptance of a deed for any Lot agrees to accept membership in, and does thereby become a member of the Association. Such owner/member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments levied, when due, and shall comply with decisions of the Association's Board of Directors.

5.02 Purpose of Association: The object and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its

members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the maintenance and repair of common areas, crosswalks, storm drains, basins, landscaping and entrance to the Lots and other common areas for purposes of its operation and maintenance.

5.03 Assessments: The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The Board of Directors may from time to time increase or decrease the assessment. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days or ownership of the Lot from the date of closing through December 31 of that year.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the Lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the Lot and shall be enforceable against the real estate by foreclosure or otherwise.

5.04 Informal Action by Association or Board: Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

## **VI. MISCELLANEOUS**

6.01 Duration and Amendments: Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties and persons, their successors and assigns, claiming under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by 75% of the then owners of the Lots. These restrictions may be cancelled, altered or amended at any time, by the affirmative action of the owners of 75% of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions. All potential changes in these restrictions must have the prior written approval of the Developer as long as Developer owns a Lot in Burley Ridge.

6.02 Severability: Invalidation of any one of these covenants by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

6.03 Enforcement: Enforcement of these restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct the violation or to recover damages or both. In the event the Developer, the Association, or any Lot owner incur legal fees and/or court costs in the enforcement of the restrictions against any violator, then the enforcing party shall be reimbursed by the violator for any such fees and/or costs so incurred.

6.04 Notices: Any notice required to be sent to any member/owner under the provisions of these

restrictions shall be deemed to have been properly sent when mailed, first class and postage prepaid, to the last known address of the person who appears as member/owner on the records of the Association at the time of such mailing.

6.05 Solicitations: There shall be no solicitation, including without limitation door to door sales, of any type within Burley Ridge except as may be expressly authorized by the Association.

6.06 Entry Onto Property: In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted, the Developer or its authorized representative, or the Association or its authorized representative may upon giving 48 hours prior notice to the owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the Lots at any reasonable time for the purposes of inspecting such Lot(s) to ascertain whether the Lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purposes of taking such corrective measures as may be reasonably necessary. In case of any emergency, such right of entry shall be immediate, whether the owner or occupant of the Lot is present at the time or not. Any damage to any Lot or the contents thereof, which shall result from any exercise by the Association of its rights access herein above set forth, shall be promptly repaired by and at the expense of the Association and the same restored to its condition immediately prior to such damage.

6.07 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration the Developer shall appoint an attorney to interpret and construe the meaning of the uncertainty.

6.08 Paragraph Headings: The headings are intended for convenience only and are not intended to be a part of this Declaration in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

6.09 Waiver of Notice: Whenever any notice whatever is required to be given under the provisions(s) of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

Dated this the 19 day of September, 2016.

HARE FARM, INC.,  
a Kentucky corporation

By: 

Its: President

Seth Jones

JESSAMINE COUNTY  
D744 PG171

STATE OF KENTUCKY  
COUNTY OF JESSAMINE, SCT....

I, the undersigned NOTARY PUBLIC, certify that the foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged, subscribed and sworn to me by Seth Johns, President of Hare Farm, Inc., a Kentucky corporation, on behalf of said corporation, on this the 19 day of September, 2016.

My Commission expires: March 23, 2020

Patricia J. Rempon  
NOTARY PUBLIC NO. 553071

PREPARED BY:

Bruce E. Smith

BRUCE E. SMITH  
BRUCE E. SMITH LAW OFFICES, PLLC  
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(859) 885-3393

g:\...Hare Farm\Restrictive Covenants\Final Final 091816

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BOOK: D744 PAGES: 161 - 172

JESSAMINE COUNTY  
**D744 PG172**

## **AMENDED**

# **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BURLEY RIDGE SUBDIVISION (PLAT CABINET 11, SLIDE 493)**

**WHEREAS**, the undersigned own more than 75% of the above-described lots;

**WHEREAS**, the undersigned desire to amend the Declaration of Covenants, Conditions and Restrictions of Burley Ridge Subdivision (Declaration) as shown on the plat recorded at Plat Cabinet 11, Slide 493; and

**WHEREAS**, the undersigned desire to amend those sections of the Declaration entitled “II Building and Site Regulations, 2.02 Materials” and “IV General Restrictions, 4.01 Animals”;

**NOW, THEREFORE**, the undersigned, being owners of more than 75% of the above-described lots and being duly authorized to amend this Declaration as provided in the section entitled “VI Miscellaneous, 6.01 Duration and Amendments”, hereby make the following changes to the sections reflected below without amending any of the remaining provisions of the Declaration not reflected in this amendatory document (Amended Declaration):

### **II. BUILDING AND SITE REGULATIONS**

**2.02 Materials**: (a) **Any dwelling erected, placed, altered or permitted to remain on any 70' wide Lot in Burley Ridge (i.e. Lots 2-6, 155-158, 161-166, 169-175, 380-389, 398-404 and 407-414)** shall be constructed entirely of brick veneer on its front face although there may be accents other than brick used on the front face, but limited to “shake” vinyl, Hardy Plank or stone only, if approved by the Developer, or by any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Only Hardy Plank or vinyl shall be applied to the remaining sides and rear faces of the exteriors of dwellings (e.g., no wood, stucco or Masonite). All sides and rear faces of the dwelling shall have “brick to grade” exteriors with the brick starting from the first floor level and extending downward to grade and there shall be no exposed concrete, concrete block, stucco or other type of exposed foundation. The Developer, or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, shall have the sole right to approve or disapprove materials and colors. The roof pitch shall be no less than 7::12 for residences constructed on 70' wide Lots, but there may be slight variations approved by the Developer or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion.

JESSAMINE COUNTY  
**D763 PG677**

(b) Any dwelling erected, placed, altered or permitted to remain on any 80' wide Lot in Burley Ridge (i.e., Lots 344-368) shall be constructed entirely of brick veneer on its front and side faces although there may be accents other than brick used on the front face and side faces, but limited to "shake" vinyl, Hardy Plank or stone only, if approved by the Developer, or by any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Only Hardy Plank or vinyl shall be applied to the rear faces of the exteriors of buildings (e.g., no wood, stucco or Masonite). All sides of the dwelling shall have "brick to grade" exteriors with the brick starting from the first floor level and extending downward to grade and there shall be no exposed concrete, concrete block, stucco or other type of exposed foundation. The Developer, or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, shall have the sole right to approve or disapprove materials and colors. The roof pitch shall be no less than 8::12 for residences constructed on 80' wide Lots, but there may be slight variations approved by the Developer or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion.

#### IV. GENERAL RESTRICTIONS

**4.01 Animals:** No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purposes. No more than four dogs or four cats or any combination of dogs and cats not exceeding four in number may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

All pets must be kept on a leash and not allowed to wander on any Lot unless under the direct control of the owner of the pet, and such pets must be controlled so as not to create damage or be a nuisance to other Lot owners. Barking and howling dogs will not be allowed to remain on the Lots if they become a nuisance to other owners.

Dated this the 31 day of August, 2017.

CANUP, INC.,  
a Kentucky corporation

By: \_\_\_\_\_

Its President

HARE FARM, INC.,  
a Kentucky corporation

By: \_\_\_\_\_

Its President

JESSAMINE COUNTY  
D763 PG678

COMMONWEALTH OF KENTUCKY  
COUNTY OF JESSAMINE, SCT....

I, the undersigned NOTARY PUBLIC, certify that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Burley Ridge Subdivision was acknowledged, subscribed and sworn to me by Mitchell Canup, President of and for and on behalf of Canup, Inc., a Kentucky corporation, on this the 31 day of August, 2017.

My Commisison expires: 12-21-2018.

 524702  
NOTARY PUBLIC-STATE AT LARGE NO.


COMMONWEALTH OF KENTUCKY  
COUNTY OF JESSAMINE, SCT ....

I, the undersigned NOTARY PUBLIC, certify that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Burley Ridge Subdivision was acknowledged, subscribed and sworn to me by Seth Johns, President of Hare Farm, Inc., a Kentucky corporation, on behalf of said corporation, on this the 31 day of August, 2017.

My Commission expires: 12-21-2018.

 524702  
NOTARY PUBLIC-STATE AT LARGE NO.

**PREPARED BY:**

  
BRUCE E. SMITH  
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DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 OF  
 BURLEY RIDGE SUBDIVISION – UNIT 2  
 (PLAT CABINET 12, SLIDE 87)

**Mail To:**  
*Developer*

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**WHEREAS**, Hare Farm, Inc., a Kentucky corporation, hereinafter called "Developer", whose mailing address is P.O. Box 863, Nicholasville, Kentucky 40340-0863 and whose principal office is located at 1402 Chrisman Mill Road, Nicholasville, KY 40356, is the owner and developer of Burley Ridge Subdivision – Unit 2, Nicholasville, Jessamine County, Kentucky (collectively "Lots" or singularly "Lot"), a plat of the Lots appears of record in Plat Cabinet 12 , Slide 87, in the Jessamine County Clerk's Office ("Burley Ridge");

**WHEREAS**, in the beneficial interests of the Developer and future owners of the Lots, it is desirable to subject the Lots to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvements, and maintenance of the Lots, in order to

- a) cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and enhance the aesthetic appearance and value of the Lots and residences; and
- b) prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said Lots.

**WHEREAS**, the Developer desires to reserve for itself, its successors and assigns the sole and unfettered discretion to review and approve certain aspects of the plans and specifications for the improvement of the Lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes, and

**THEREFORE**, Developer hereby makes, constitutes and establishes the covenants, conditions and restrictions as to the development, use and occupancy of the Lots in Burley Ridge as follows:

**I. APPROVAL OF PLANS**

1.01 Procedures and Content: No improvements, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site, (3) rear, front and side elevations and floor plans, (4) type and color of all exterior building surfaces including, without limitation trim and roof (only 3-dimensional asphalt shingles of black or earth-tone color may be used) and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools and porches, (9) parking areas, (10) sidewalks, (11) samples of materials to be used to the extent requested by the Developer) and (12) such other information, data and drawings as may be reasonably requested by the Developer. The owners of the Lots may be required to pay a reasonable fee for review of such plans by the Developer.

1.02 Basis of Approval: Approval shall be exercised in the sole and unfettered discretion of the Developer or by any person, committee or association to whom it may assign the right and may be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in the Burley Ridge, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purpose of these restrictions.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specification within thirty (30) days after the same have been delivered to the Developer, the owner shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15 day period it shall be presumed that the Developer has approved said plans and specifications.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of failure to approve any plans. The discretion and judgment exercised by the Developer, or its appointed representative, in this process shall be unfettered. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that any claim or cause of action against the Developer or its representative regarding this process is waived.

## II. BUILDING AND SITE REGULATIONS

2.01 Land Use: No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height. The land use of two or more adjoining Lots owned by the same individual, entity or related individuals or entities shall be restricted solely to single-family purposes; however, the construction which occurs on all Lots shall be subject to the sole and unfettered discretion of the Developer or any person, committee, or association to whom it may assign the right. No dwelling shall be constructed such that it has cantilevered, bump-outs or exterior protrusions for fireplaces, TV/entertainment centers, tubs, or any other purpose unless grounded to the earth, and meeting all of the exterior finish requirements set forth herein. The height of all bump-outs shall reach or exceed the roof line of the dwelling. Each single family dwelling shall have an attached garage, fully integrated into the structure of the residence and entry into which from the residence shall be from the first floor of the residence only, with space for at least two automobiles and with carriage-style garage doors with straps, handles and decorative windows. A single detached storage building shall be permitted on any Lot, but it shall be no larger than 24' x 28' feet; shall be constructed on a permanent foundation; shall have the same roof pitch as the residence; and shall have the same exterior as the dwelling or residence. No conventional, split-level foyer type residences shall be constructed on the Lots.

2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any Lot in Burley Ridge shall be constructed entirely of brick veneer on its front face although there may be accents other than brick used on the front face, but limited to "shake" vinyl, Hardy Plank or stone only, if approved by the Developer, or by any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Only Hardy Plank or vinyl shall be applied to the remaining sides and rear faces of the exteriors of dwellings (e.g., no wood, stucco or Masonite). All sides and rear faces of the dwelling shall have "brick to grade" exteriors with the brick starting from the first floor level and extending downward to grade and there shall be no exposed concrete, concrete block, stucco or other type of exposed foundation. The Developer, or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion, shall have the sole right to approve or disapprove materials and colors. The roof pitch shall be no less than 7:12 for residences, but there may be slight variations approved by the Developer or any person, committee, or association to whom it may assign the right, all in their sole and unfettered discretion.

2.03 Dwelling Size: No single family residence constructed Lots shall have a ground floor area of less than 1,600 square feet in the case of a one-story structure and of less than 1,100 sq. ft. on the ground floor and 1900 square feet total above grade on all one and one-half story and all two-story structures with all size restrictions to be calculated in accordance with the American National Standards Institute 2765-2003 (ANSI), as may be amended from time to time. For each dwelling, there shall be an attached a two-car garage of identical construction as the dwelling.

2.04 Commencement of Construction: All Lot owners shall start and complete construction within one year (except for Lots unsold by Developer) from date Developer deeds the Lot to the owner, or Developer has the option to repurchase the Lot for the price paid by owner. Once started, construction shall proceed diligently until completed. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within three (3) months from the time of said approval. If construction is not commenced within three (3) months from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such Lot unless the Developer or its representative agrees in writing to extend said period. The Developer hereby expressly reserves the right to extend the time periods above.

2.05 Construction of Driveways: All driveways constructed on any Lot in Burley Ridge shall be of concrete material and constructed within 60 days of time of occupancy.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements on a Lot or for some other reason, silt would drain off of a Lot to any adjacent property, the owner of such Lot shall be obligated to provide a means of siltation control to prevent such drainage onto such adjacent property.

2.07 Landscaping: Every property owner shall cause to be maintained a grass cover on that portion of the Lot not occupied by the dwelling. All yard areas shall be natural grass with sod to be laid in the entire area of the front and side yards and for a depth of 30 feet in the rear yard extending and as measured from the rear face of the dwelling. Grass shall be planted in the remainder of the rear yard. Such ground cover shall not exceed nine (9) inches in height at any time. There shall be no artificial surfaces installed on yard areas such as gravel, astro turf, or the like. There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, pink flamingos, concrete animals, etc. without the prior written approval of the Developer.

A minimum of \$1,500.00 (retail value) shall be expended on foundation plantings (exclusive of the cost of sod and front yard trees). Landscaping, including but without limitation grass or sod, shall be completed within 60 days of occupancy or in the case of a non-occupied house within 120 days from when the main electric hook-up is made. In no event shall the completion of landscaping be delayed beyond 24 months from the date plans are approved.

2.08 Refuse Containers and Screening: Garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the Lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by the edge of the road for pick up, said containers shall be set out the evening before pick up and shall be removed from the road by the evening of the day of pick up.

### **III. MAINTENANCE REQUIREMENTS**

3.01 Maintenance of Lots and Buildings: After initial construction is completed on any Lot, no Lot and no residence shall be permitted to become overgrown, unsightly or to fall into disrepair, and no Lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. All rubbish, trash and garbage shall be removed from the Lot(s) and shall not be allowed to accumulate. In the event the owner of any Lot fails to keep and maintain the Lot in a good condition, free of trash, debris, or weeds or the grass in the residence yard exceeds nine (9) inches in height, the Developer shall have the right, including without limitation, to clean, mow and maintain the said Lot, charge the owner for its cost plus 25%, and record a lien against the Lot for such cost. During construction on any Lot, City of Nicholasville Code Enforcement shall be charged with the responsibility of and may enforce its regulations

as to the foregoing.

3.02 Nuisances: After initial construction is completed on any Lot, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any Lot; no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the Lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the Lots or of the occupants thereof; no exterior lights, the principal beam of which shines upon portions of the Lots other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the other Lots by the occupants thereof; and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the Lots, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. During construction on any Lot, City of Nicholasville Code Enforcement shall be charged with the responsibility of and may enforce its regulations as to the foregoing.

#### IV. GENERAL RESTRICTIONS

4.01 Animals: No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purposes. No more than four dogs and four cats or any combination of dogs and cats not exceeding four in number may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

All pets must be kept on a leash and not allowed to wander on any Lot unless under the direct control of the owner of the pet, and such pets must be controlled so as not to create damage or be a nuisance to other Lot owners. Barking and howling dogs will not be allowed to remain on the Lots if they become a nuisance to other owners.

4.02 Trucks/Recreational Vehicles/Boats: No Lot owner shall be permitted to keep campers, boats and any other recreational machine where they may be viewed by neighboring Lot owners or seen from the street.

No commercial vehicles, inoperable motor vehicles, trucks over  $\frac{3}{4}$  ton and/or recreational vehicles shall be parked on the Lots or on any street in Burley Ridge for a period in excess of 24 hours. No trailers, campers, boats or the like, shall be permitted to be parked at any time in the area between the existing residence and existing street, nor in the street, and further, no vehicle shall be parked or maintained in the yard area from the existing building line to the street, nor in any street.

No person shall engage in any mechanical repairs on any vehicle for others at any time. No person shall engage in any mechanical repairs on any vehicle for himself unless performed within the garage of the residence.

4.03 Manufactured Homes, Etc.: There shall not be erected, placed, altered, or permitted to remain on any Lot in said subdivision any manufactured homes, modular homes, mobile homes, temporary or permanent, trailers, tents, shacks, detached garages, or other outbuildings, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence.

4.04 Fences: To maintain the open look and feel of Burley Ridge, there will be no fences or walls of any kind erected anywhere on any Lot within Burley Ridge Subdivision except 4-board, horse farm type installed no closer to the street which the residence faces than a line centered on the midpoint of the residence which extends 180° in either direction to the side lot lines of the Lot. All such fences shall be painted black.

4.05 Signs: No signs whatsoever shall be erected or maintained on the Lots with the exception of those placed by the Developer or realtor's standard sign when a Lot is for sale.

4.06 Business/Home Occupations: No trade or business of any kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of a business activity is not apparent or detectable by sight, sound or smell from outside the dwelling, does not involve more than one (1) customer coming onto the Lot at any one time, has no daily outside employees, and is consistent with the residential character of the Burley Ridge) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions thereof, a new house may be used by the builder thereof as a model home for display or for the Developer's own office, provided said use terminates within two years from completion of that dwelling. The Developer may extend this period in its sole and unfettered discretion.

4.07 Hobbies: Hobbies or activities that tend to detract from the aesthetic character of the Lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer.

4.08 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from adjoining Lots and which do not have the written permission from Developer. Location of holding tanks must be on the site plan. Above ground swimming pools are not permitted, and no swimming pools are permitted in front yards. Drainage, fencing placement and lighting plans shall be included in the construction plans submitted to Developer for approval. All pools shall be required to have adequate fencing.

4.09 Firearms: There shall be no hunting or discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon Lots.

4.10 Clotheslines: No outside clotheslines shall be erected or placed on any Lot which are visible from other Lots.

4.11 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence.

4.12 Utility Easements: No utility easement can be fenced. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or may change or obstruct the flow of water through these easements. The easement areas of each Lot shall be maintained continuously by the owner of each Lot, except those improvements for which a public authority or utility company is responsible.

4.13 Minimum Building Lot and Set Back Lines: No dwelling shall be erected or placed on any Lot unless the placement of such dwelling shall conform in every respect to the building lines shown on the recorded plat. All other setback restrictions for all structures shall conform to those promulgated by the Nicholasville Planning Commission, as same may be amended from time to time.

4.14 Redivision: No Lot in Burley Ridge may be subdivided into multiple parcels.

4.15 Monument Signs/Entry Features: The Developer reserves the right (but not the obligation) to construct monument signs, landscaping features or similar type of improvements upon any Lot or common area in Burley Ridge near any street intersection leading into the Burley Ridge. Any such feature shall be constructed at the expense of either the Developer or the Association and maintained at the expense of the Association. An easement is hereby reserved over the appropriate portion of any such Lot in favor of the Developer and the Association in order to facilitate the construction and maintenance of the feature.

4.16 Renting and Leasing: No Lot or portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room similar services; of (ii) rental to roomers or boarders (rental to one or more persons of a portion of a Lot). No lease may be less than a Lot. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof and shall provide that the failure by the tenant to comply with the terms of these Restrictions and lawful rules and regulations of the Association shall be a default under the lease. Prior to the commencement of the term of a lease, the owner of the Lot shall notify the Board of Directors of the Association, in writing, as to the name or names of the tenant or tenants and the period during which the lease term shall be in effect. In addition, in order to assure that Burley Ridge, from time to time, meets the requirements of institutional first mortgages and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or Burley Ridge for owner-occupant residential financing, and to maintain the character of Burley Ridge residential development as primary housing for owner-occupants, the Board of Directors of the Association, from time to time, may adopt rules limiting or restricting the number of residences within Burley Ridge residential development that may be rented, provided, that no such rules shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Lot by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Lot of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Lot(s) so acquired, or (ii) the Developer to rent a Lot(s) owned by the Developer.

4.17 Basketball Goals: No basketball goal shall be permanently erected without the approval of the Developer in writing. All basketball goals must be situated on the driveway near the dwelling or at the rear of the Lot. No basketball goal shall be placed on the street, sidewalk or utility strip in front of the Lot or in any common areas. All permanently installed basketball goals must have a transparent backboard. No lighting or illumination devices shall be allowed to be attached to the goal, backboard or support structure, and no detached lighting devices shall be permitted if the purpose of which is to facilitate the playing of basketball during the evening hours.

4.18 Propane Gas Tanks: Any propane or natural gas tanks located on the Lots shall be no larger than 120 gallons in size.

4.19 Radon Pipes: Any radon pipe which exits via the exterior of a dwelling and runs vertically up to the roof line must be painted so as to blend in with the exterior of the dwelling.

4.20 Garbage Containers: Garbage containers shall be completely screened from public view in a manner and at a location approved by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences or solid materials and will be located as far from property lines as reasonably possible. Garbage containers may be moved to the curb no earlier than the evening before the day of collection and removed from the curb no later than the evening of the day of collection.

4.21 Satellite Dishes: No satellite dish may be erected or placed on any Lot in excess of 36 inches in diameter and any such satellite dish must be attached to the rear side of the dwelling or dwelling roof or to the rear deck of the dwelling. In addition, the satellite dish shall be discretely situated as required above so as to minimize its visibility from the street(s) which adjoin the dwelling. No satellite dish shall be mounted in any other fashion than as permitted herein unless the Developer, or its assignee, approves same in writing.

## V. HOMEOWNER'S ASSOCIATION

The Articles of Incorporation of Burley Ridge Homeowners' Association, Inc. ("Association") which may be amended from time to time, will be recorded in the Office of the Jessamine County Clerk in Nicholasville, Kentucky.

5.01 Membership: Every owner of a Lot in Burley Ridge shall be a member of the Association, and by acceptance of a deed for any Lot agrees to accept membership in, and does thereby become a member of the Association. Such owner/member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments levied, when due, and shall comply with decisions of the Association's Board of Directors.

5.02 Purpose of Association: The object and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the maintenance and repair of common areas, crosswalks, storm drains, basins, landscaping and entrance to the Lots and other common areas for purposes of its operation and maintenance.

5.03 Assessments: The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The Board of Directors may from time to time increase or decrease the assessment. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days or ownership of the Lot from the date of closing through December 31 of that year.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the Lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the Lot and shall be enforceable against the real estate by foreclosure or otherwise.

5.04 Informal Action by Association or Board: Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

## VI. MISCELLANEOUS

6.01 Duration and Amendments: Unless cancelled, altered or amended under the provisions of this



paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties and persons, their successors and assigns, claiming under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by 75% of the then owners of the Lots. These restrictions may be cancelled, altered or amended at any time, by the affirmative action of the owners of 75% of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions. All potential changes in these restrictions must have the prior written approval of the Developer as long as Developer owns a Lot in Burley Ridge.

6.02 Severability: Invalidation of any one of these covenants by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

6.03 Enforcement: Enforcement of these restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct the violation or to recover damages or both. In the event the Developer, the Association, or any Lot owner incur legal fees and/or court costs in the enforcement of the restrictions against any violator, then the enforcing party shall be reimbursed by the violator for any such fees and/or costs so incurred.

6.04 Notices: Any notice required to be sent to any member/owner under the provisions of these restrictions shall be deemed to have been properly sent when mailed, first class and postage prepaid, to the last known address of the person who appears as member/owner on the records of the Association at the time of such mailing.

6.05 Solicitations: There shall be no solicitation, including without limitation door to door sales, of any type within Burley Ridge except as may be expressly authorized by the Association.

6.06 Entry Onto Property: In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted, the Developer or its authorized representative, or the Association or its authorized representative may upon giving 48 hours prior notice to the owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the Lots at any reasonable time for the purposes of inspecting such Lot(s) to ascertain whether the Lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purposes of taking such corrective measures as may be reasonably necessary. In case of any emergency, such right of entry shall be immediate, whether the owner or occupant of the Lot is present at the time or not. Any damage to any Lot or the contents thereof, which shall result from any exercise by the Association of its rights access herein above set forth, shall be promptly repaired by and at the expense of the Association and the same restored to its condition immediately prior to such damage.

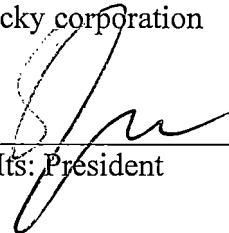
6.07 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration the Developer shall appoint an attorney to interpret and construe the meaning of the uncertainty.

6.08 Paragraph Headings: The headings are intended for convenience only and are not intended to be a part of this Declaration in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

6.09 Waiver of Notice: Whenever any notice whatever is required to be given under the provisions(s) of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.


Dated this the 4<sup>th</sup> day of October, 2021.

HARE FARM, INC.,  
a Kentucky corporation


By:   
Its: President

STATE OF KENTUCKY  
COUNTY OF JESSAMINE, SCT....

I, the undersigned NOTARY PUBLIC, certify that the foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged, subscribed and sworn to me by Seth Johns, President of Hare Farm, Inc., a Kentucky corporation, on behalf of said corporation, on this the 4 day of October, 2021.

My Commission expires: 1-15-2023  
  
NOTARY PUBLIC KY STATE AT LARGE NO.

PREPARED BY:

  
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JESSAMINE COUNTY  
D834 PG134

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