

DEED OF RESTRICTIONS

FOR

EAST MAIN ESTATES SUBDIVISION - UNITS 1 & 2

THIS DEED OF RESTRICTIONS is made and entered into on this the 14th day of January, 2019, by and between EAST MAIN ESTATES, LLC, a Kentucky limited liability company (hereinafter referred to as the "HOA")

WITNESSETH

WHEREAS, the HOA is the owner of Units 1 and 2, of the East Main Estates Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that final record plat of record in Plat Cabinet 9, Slide 160 & 161, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the HOA intends to establish a general plan for the use, occupancy and enjoyment of the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the HOA desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the HOA does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain an attached private garage large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be composed of concrete) shall have been approved in writing by the Developer or by any person or the association to whom it may assign such approval right. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear or side wall of the residences. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS AND DESIGN CRITERIA:

A. Exterior Materials. The type of exterior building materials utilized in the construction of any house in the Subdivision must first be approved of in writing by the HOA. The front exteriors of all houses must be at least 50% brick (or such lesser percentage if necessitated due to the grade of the lot, in which case, the non-brick exposure shall be kept to a minimum, and only with the prior written approval of the HOA). Any foundation walls of a house must have an exterior finish constructed of a finished masonry product, such as "split-faced" concrete block, or application such as stucco; otherwise, any foundation wall must be covered with the same type of brick used on the remainder of the house. Under no circumstances shall an exterior foundation wall be of an unfinished

state such as concrete or concrete block without the HOA's prior written consent, and then only in an extreme circumstance.

B. Shingle All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. Non-Brick Surfaces. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) shall be of white, off white, or earth-tone colors (as hereinafter defined), except that roof shingles and window shutters may be black in color.

D. Earth-Tone Colors. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are not considered to be "earth-tone" colors: yellow, orange, red, blue, pink, purple and.

E. Chimneys. No cantilevered fireplace chimneys will be permitted. The exterior portion of all chimneys shall be constructed of the same type of building material used for that side of the house, unless otherwise approved of in writing by the HOA, and all chimneys must be "grounded", meaning that the base of any chimney must start at the ground level and the height shall reach or exceed the top roofline of the house.

F. Television/Entertainment Center "Bump-Outs". Any television/entertainment center "bump-outs" must be grounded, meaning that the base of any such bump-out must be situated at ground level and the height shall reach the top roof line of the house,

4. SETBACKS: No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six (6') feet. Side yard setbacks shall be as required by applicable zoning regulations.

5. MINIMUM FLOOR AREAS: Except for Lot Numbers 1 through 9 and 63 through 71, the following minimum floor areas apply:

(a) All one (1) story houses shall have a minimum of 1,350 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1 h) story house shall have a minimum floor area of 875 square feet on the first floor, exclusive of the garage.

(c) A two (2) story house shall have a minimum of 800 square feet on the ground floor, exclusive of the garage, and at least a total of 1,650 square feet on the ground floor and the second floor.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 1,350 square feet, exclusive of the garage, and its design must first be approved of by the HOA.

(e) Lot Numbers 1 through 9 and 63 through 71 shall have a minimum floor area as follows:

(i) All one (1) story houses shall have a minimum of 1,500 square feet on the ground floor, exclusive of the garage.

(ii) A one and one-half (1h) story house shall have a minimum floor area of 975 square feet on the first floor, exclusive of the garage.

- (iii) A two (2) story house shall have a minimum of 1,800 square feet, exclusive of the garage,
- (iv) Any other type of house not specifically listed above shall have a minimum floor area of 1,500 square feet, exclusive of the garage, and its design must first be approved of by the Developer.
- (f) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES: UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

- (a) No outbuilding, prefabricated trailer, tent, garage or barn shall be erected on a lot or used as a residence at any time. Sheds are permitted per city code.
- (b) It shall be unlawful for any person to park a vehicle, boat, camper or trailer in the yard of any residential structure except upon a driveway or parking lot. No vehicle may be parked blocking a sidewalk, driveway or fire hydrant. No vehicle may be parked against the flow of traffic or parked with the front facing the curb unless that parking space is so marked. Vehicles which do not exceed one ton may be parked on city streets, not to exceed twenty-four (24) consecutive hours. Commercial vehicles exceeding one ton shall not be parked on residential streets.
- (c) Trailers prohibited – There shall be no parking of trailers in the municipal lots at any time. Parking of trailers on city streets shall not exceed twenty-four (24) consecutive hours.
- (d) Motor vehicles – Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.
- (e) Propane Gas Tanks — No propane or natural gas tank may be installed on any lot without the prior written consent of the HOA

8. GARAGES: Garages shall be attached to the residence, and may be front, rear, or side entry garages; and each residence must have a garage large enough to accommodate two (2) automobiles,

9. SODDING AND LANDSCAPING: After the residence has been constructed, the builder shall be responsible for grading the lot and sodding the entire lot.

10. DRIVEWAYS. CURBS AND SIDEWALKS:

A. Driveways. Driveways on all lots shall be concrete, with a tapered sidewalk apron with curb cuts and related features in conformity with the HOA's specifications. The owner or builder of each lot shall complete the driveway within three (3) months following the completion of the house on that lot, or prior to occupancy of the house, whichever occurs first.

B. Curbs and Sidewalks. The builder/owner of the house constructed upon each lot shall install the sidewalks upon each lot in accordance with the Georgetown-Scott County and the Developer's specifications at its expense. The builder/owner of the house constructed upon each lot shall be responsible for repairing, at its expense, any damages done to the curb and sidewalks upon that lot as the consequence of construction activity. The Developer and or HOA shall have the right to repair any such curb or sidewalk damage and hold the builder/owner liable for the reasonable cost of such repair. Each lot owner shall be responsible for maintaining the sidewalks on the lot, at the lot owner's expense.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) 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 hereof or of Paragraph I above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house (or such longer period of time as may have consented by the Developer in writing).

12. TREES: Trees planted between the sidewalk and street shall be the responsibility of the homeowner, they must be kept trimmed and in neat order, fruit trees are not permitted.

13. MAILBOXES AND PAPER HOLDERS: To insure uniformity, mailboxes shall be of a decorative "aluminum" design and painted with a semi-gloss black finish. The house address number shall be mounted on both sides of each mailbox with gold lettering. Any deviations from this requirement shall require the HOA's written approval; provided however, that this provision is further subject to the United States Postal System's requirements.

14. CLOTHESLINES: No permanent outside clothesline shall be erected or placed on any lot.

15. DRAINAGE: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

16. DISPOSAL OF TRASH: 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.

17. MAINTENANCE FEES: Every lot owner, with the exception of the Developer, shall be required to pay, on or before the day of April 1st an annual maintenance fee (presently set at \$75.00 per lot) to the East Main Estates Homeowners Association, Inc. referred to in Paragraph 33. Said Association shall have discretion to change any aspect of the maintenance fees. The maintenance fees shall constitute a lien on that lot and any improvements thereon but shall be subordinate to a first mortgage or vendor's lien placed on the lot. A record of receipts and disbursements made to and from such maintenance fund will be available for examination by lot owners upon request.

18. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, it is the responsibility of the pet owner to clean up after their pets at all times.

19. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the HOA, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the HOA for any expenses incurred.

20. SIGNS: No signs of any kind shall be displayed on any lot; with the exception of Garage Sale, For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer. Temporary signs for "model homes" may be larger, provided that the size and design of any such sign is first consented to in writing by the HOA.

21. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the HOA.

22. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

23. FENCES: No chain-link or wire fences or walls shall be constructed or permitted on any lot. The "finished" side of any fence shall face the exterior of the lot. No fence or wall may exceed six (6) feet in height.

24. SATELLITE DISHES: No lot owner shall install a satellite dish or telecommunications unit on a lot in excess of 36 inches in diameter unless approved by the HOA in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the HOA and any appropriate governmental bodies; further, no more than one (1) house shall be built on any lot; however, this restriction shall not prohibit pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within twenty-four (24) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the fifteen (15) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to the Developer by deed of special warranty.

27.S: NE | N No zone changes for this property shall be applied for without the prior written approval of the Developer.

28. ROOF PITCH: No roof on any residence shall have less than a 6/12 pitch unless approved in writing by the Developer.

29. BASKETBALL EQUIPMENT: No basketball goal, either permanent or of a temporary, "portable" nature, shall be erected or placed on any lot without the prior written approval of the HOA. All basketball goals placed so as to be visible to adjoining lots must be located at the midpoint of the back end of the driveway. Permanent basketball goals visible to adjoining lots must have a backboard of glass or of a transparent material.

30. GARBAGE CANS: All garbage cans should be kept in the garage, side of house or in back of house. All rubbish, trash and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon.

31. POOLS AND FREESTANDING FLAG POLES: Above-ground pools must be located directly behind the house which must be fenced in and not visible from the road. Permanent freestanding flagpoles can be erected on lots with HOA approval, HOA reserves the right to deny requests based on where placed and size of flag pole, homeowner must also have approval from City of Georgetown in writing. No in-ground pool may be installed on any lot without the prior written consent of the HOA.

32. STREET PARKING:

- (a) It shall be unlawful for any person to park a vehicle, boat, camper or trailer in the yard of any residential structure except upon a driveway or parking lot. No vehicle may be parked blocking a sidewalk, driveway or fire hydrant. No vehicle may be parked against the flow of traffic or parked with the front facing the curb unless that parking space is so marked. Vehicles which do not exceed one ton may be parked on city streets, not to exceed twenty-four (24) consecutive hours. Commercial vehicles exceeding one ton shall not be parked on residential streets.
- (b) Trailers prohibited – There shall be no parking of trailers in the municipal lots at any time. Parking of trailers on city streets shall not exceed twenty-four (24) consecutive hours.
- (c) Motor vehicles – Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

33. HOMEOWNERS ASSOCIATION/ASSESSMENTS:

(a) Every owner of a lot in this section of the Subdivision [and any other sections of the East Main Estates Subdivision] 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 and member shall abide by the Association's by-laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with all decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be as 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 any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as are shown on the aforesaid plat, and acceptance of common areas for purposes of operation, maintenance and repair.

(c) Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and if not paid when due, 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.

(d) Presently, the annual assessment is \$75.00 per lot. After December 31, 2018, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot. The annual assessment will accrue as of January 1 of each year and will be due and payable on or before April 1st of that year. 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 of ownership of the lot from the date of closing through December 31 of that year.

(e) The Developer shall have total control of and be vested with all authority over the Association until such time as it has (i) transferred title to one hundred (100%) percent of the lots in the entire East Main Estates residential development, including adjacent land brought within the scope of the Association by the Developer.

34. SEVERABILITY OF PROVISIONS: invalidation of any one of these covenants and restrictions by a judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

35. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

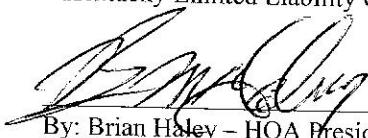
36. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the entire East Main Estates residential development (including any adjacent land brought within the scope of the Association by the Developer), and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of sixty-five percent (65%) of the lots subject to these restrictions, except that (x) no such cancellation or amendment shall affect the provisions of Paragraphs 17 and 33 hereof unless the Developer consents to same in writing, and (y) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the entire East Main Estates residential subdivision. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

37. ASSIGNMENT OF DEVELOPER'S RIGHTS. The various approval rights retained by the Developer in this instrument may be assigned to any person, entity or association. If the Developer ceases to exist as a legal entity without formally assigning its approval rights, those approved rights shall be deemed to have been assigned to the Association.

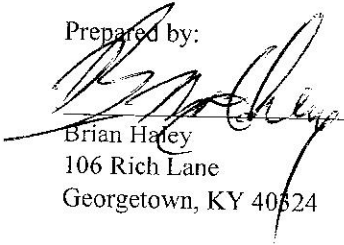
38. Restrictions run with land unless cancelled, altered or amended under the provisions of this or the preceding paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods often (10) years, unless an instrument signed by (a) a majority of the then owners of the front footage of all lots in the Subdivision, and (b) the Developer, if the Developer still owns any lots or tracts of land within the entire East Main Estates residential development, has been recorded, agreeing to change these restrictions and covenants in whole or in part (provided that no such change shall affect the provisions of Paragraphs 17 and 33 hereof unless the Developer consents to same in writing). The failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the HOA, East Main Estates, LLC, a Kentucky limited liability company, by and through its duly and authorized members, has executed this Deed of Restrictions on this the day and year first above written.

EAST MAIN ESTATES, LLC,
a Kentucky Limited Liability Company


By: Brian Haley - HOA President & Member
106 Rich Lane
Georgetown, KY 40324

Prepared by:



Brian Haley
106 Rich Lane
Georgetown, KY 40324

DOCUMENT NO: 395689
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DEPUTY CLERK: CARLA
COUNTY: SCOTT COUNTY
BOOK: MC49 PAGES: 19 - 26

STATE OF KENTUCKY
COUNTY OF SCOTT

The foregoing Deed of Restrictions was subscribed and sworn to before me by Brian Haley, President & Member of East Main Estates, LLC, a Kentucky limited liability company, on this the 14th day of January, 2019.

My commission expires: 2-16-2022


NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE



JUDY FARIS
Notary Public
Kentucky State at Large
My Commission Expires
February 16, 2022

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