

REVISED DEED OF RESTRICTIONS
FOR
EASTGATE SUBDIVISION – UNITS 1, 2, 3-B and 3-E

THIS DEED OF RESTRICTIONS is made and effective as of the 10th day of April, 2023, by BOONE DEVELOPMENT LIMITED LIABILITY COMPANY, a Kentucky limited liability company, (hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS, Developer has previously filed and recorded certain deeds of restrictions for various units of the Eastgate Subdivision as follows:

Unit 1 as shown on Plat of record in Plat Cabinet 11 Slide 724 and Plat Cabinet 11 Slide 787 and Deed of Restrictions dated August 21, 2019 of record in Deed Book 796 Page 921 all in the Jessamine County Court Clerk's Office; and

Unit 2 as shown on Plat of record in Plat Cabinet 12 Slide 33 and Deed of Restrictions dated February 8, 2021 of record in Deed book 820 Page 903 all in the Jessamine County Court Clerk's Office; and

Unit 3-B as shown on Plat of record in Plat Cabinet 12 Slide 99 and Deed of Restrictions dated November 15, 2022 of record in Deed Book 836 Page 384 all in the Jessamine County Court Clerk's office; and

Unit 3-E as shown on Plat of record in Plat Cabinet 12 Slide 157 and Deed of Restrictions dated July 27, 2022 of record in Deed Book 848 Page 26 all in the Jessamine County Court Clerk's Office; and

WHEREAS, Developer wishes to amend and restate these Restrictions to make them uniform for all sections of the Eastgate Subdivision and to further provide for these restrictions to become applicable to additional Units of the Eastgate Subdivision as same are platted and developed; and

JESSAMINE COUNTY
D859 PG166

Mail To:

MAIL/RETURN TO:
FRANKLIN & RAPP
1001 MONARCH ST.
SUITE 120
LEXINGTON, KY 40513

WHEREAS, Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and,

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

NOW, THEREFORE, Developer does hereby establish the following amended 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 (2-1/2) stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles. As regards renting and leasing, no lot or portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (1) rental under which occupants are provided customary hotel services such as room service or food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (2) rental to roomers or boarders (rental to one or more person of a portion of the improvements on a lot).

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvements (including a detached garage) shall be erected, place 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 of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. Developer may vary the established building setback lines, at its sole discretion, where not in conflict with applicable zoning regulations. Once a home is constructed according to the approved plans, the homeowner shall be prohibited from changing any exterior feature of the home and other improvements on the lot without the express, written consent of the Developer or by any person or association to whom it may assign such approval right.

3. BUILDING MATERIALS.

a. At least 51% of the front of each house and any other structure (excluding the roof, doors, and windows) shall be constructed of brick or stone and the color and type of brick or stone must be approved in writing by the Developer. All construction shall be finished to grade level. The exterior surface of the front of all houses must be constructed of 51% brick or stone (except in the case of dormers or other small surface areas where using brick or stone would impose an undue financial hardship). No brick on sides is required. The lower elevation

of any brick or stone around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass) unless otherwise approved by the Developer. No other exterior building materials shall be permitted without the prior written approval of the Developer.

b. All roof shingles shall be of the "dimensional shingle" type and of dark or earth tone color (as hereinafter defined), or black. No white or light color shades of shingles shall be permitted, however, the Developer may, in its sole and absolute discretion, give written approval of any other color of "dimensional shingle".

c. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved in writing by the Developer and shall be of earth tone colors (as hereinafter defined), except that roof shingles and window shutters may also be black. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white, however, the Developer may, in its sole and absolute discretion, give written approval of any other color of window frames, grills, casing or other window trim components.

d. 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: white, yellow, green, orange, red, blue, pink, purple and black, however, the Developer may, in its sole and absolute discretion, give written approval of any color of non-brick surfaces.

4. SETBACKS.

a. No structure shall be located on any lot closer to the front lot line or the side street line than the minimum building setback line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards in a R-1E zone shall have a minimum setback requirement of six (6) feet and side yards in a R-1F zone shall have a minimum setback requirement of three (3) feet or as required by existing zoning regulations, whichever is less. The provisions of this Paragraph shall be deemed to be complied with if the average setback of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

b. The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, nature obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Nicholasville. Such variances may only be granted, however, when unique circumstances dictate, and no variances shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in

other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. **MINIMUM FLOOR AREAS.** All houses constructed on lots zoned R-1E shall be at least 1,800 square feet and all houses constructed on lots zoned R-1F shall be at least 1,400 square inclusive of the garage. The garage cannot count for more than 400 square feet towards either requirement. Porches, patios, decks, basements, or other non-conditioned areas do not count towards the minimum square feet requirement with exception to the garage as noted above.

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. No lot owner shall install, place or otherwise cause to be seen from the outside of the improvements on its, his, her or their house any window HVAC unit. All lot owners shall clean all vinyl siding on the exterior of its, his, her or their house annually.

7. **USE OF OTHER STRUCTURES AND VEHICLES.**

a. No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms to which Developer agrees.

b. No outbuilding, trailer, tent, garage, barn or other similar erected on a lot shall be used as a residence at any time.

c. No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. **GARAGES.** All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING. After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. Seeding instead of sodding is allowed in rear yards only.

10. SIDEWALKS, DRIVEWAYS and CURBS. The builder of the house constructed upon each lot shall be responsible for constructing, at his, her or its expense, the sidewalks along the front of each lot, and for repairing any damage done to the curbs contiguous to the lot resulting from construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and conformity with the Developer's plan and the rules and regulations of the applicable municipal government; and each lot owner agrees to provide and maintain sidewalks on that lot, at the owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of the single-family dwelling. All driveways shall be composed of concrete. All houses must have a private sidewalk that leads from either the residence driveway or front city sidewalk to main entrance area. Public sidewalk maintenance is the responsibility of the homeowner at the time of purchase. It is the owner's responsibility to ensure that they comply with the City of Nicholasville regulations for public walks that adjoin their property.

11. 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 the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, 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 1 above, a new house may be used by the builder thereof as a model home for display or builder's own office, provided said use terminates within two years from completion of the neighborhood.

12. STREET TREES. Except for those lots upon which a residence has already been constructed and a Certificate of Occupancy issued by the City of Nicholasville, unless otherwise retroactively required by the City of Nicholasville, two hardwood trees of at least 1" diameter must be planted in all front yards. The Developer will have the sole and absolute discretion to choose the type and species of trees. The Developer will also determine the contractor, placement, and timing of the tree installation. To have a uniform look the trees in each section will have to be planted at the same time and the same size. Homeowners may not plant their own trees in their front yards. The tree cost is estimated at this time to be about \$500 per tree and this money shall be collected at closing of the sale of a home to the third-party homeowner not affiliated with the Developer. The Developer reserves the right to add an additional assessment if the tree cost is greater than estimated.

13. FENCES/DECKS. All fences and decks must be approved by the Developer prior to construction. No fences shall be taller than six (6) feet in height. All fences shall be shadow boxed with pressure treated wood or black aluminum. All wood fences and decks shall be stained within one year of construction or the sale of the lot by the builder or Developer, whichever is later. They shall be stained Semi Solid Olympic Timberline, or such other color as approved in writing by the Developer. If you have a fully fenced in rear yard, then it is your responsibility to stain the side of the fence that faces your property. If you have installed a fence on your property and the neighboring property has not utilized the fence you constructed to completely fence in their rear yard, then you are responsible to stain both sides of the fence. There is an easement on every property to allow fence maintenance and this easement can be used by neighboring properties, the Developer, and the Eastgate Homeowners Association, Inc. to fulfill this responsibility. The Developer may enforce this rule and hold the lot owner responsible for reimbursement of its costs. No chain link, wire or stockade fences or walls shall be constructed or permitted on any lot. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representatives.

14. HEDGES. No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES AND PAPER HOLDERS: To ensure uniformity, all mailboxes shall be Common Community Mailboxes (CBU - Cluster Box Units) where individual keys and boxes will be serviced by the U.S. Postal Service and be eligible to all new residents of the subdivision. The location of these CBU units will be determined by the Developer in a centrally located and convenient place for homeowners in the Subdivision.

16. BASKETBALL EQUIPMENT, CLOTHESLINE, GARBAGE CANS, TANKS, POOLS, ETC. All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and properties located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. 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. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. Garbage cans shall not be in view of the street. Cans may be placed on the street the day prior to trash pick-up after 5pm and must be returned day of pick up by 6pm. No clothesline shall be permitted on any lot. No above-ground pools shall be erected, constructed, or installed on any lot.

17. DRAINAGE AND IRRIGATION. Drainage of each lot shall conform 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 made with water-

tight joints per plumbing code requirements. No sprinkler irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals, or other waterways within the subdivision shall be installed, constructed, or operated within the Subdivision unless prior written approval has been received from the Developer. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH. No lot shall be used as a dumping ground for rubbish, trash, or garbage, and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other household pets (meaning the domesticated pets traditionally recognized as household pets in this geographical 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, pets are not to be chained in the backyard at all times. When pets are walked, they are always to be kept off the medians. Owners are always responsible to clean up waste from pets.

20. 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 Developer, 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 Developer for any expenses incurred.

21. SIGNS. No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall be no greater in size than nine (9) square feet] and signs deemed appropriate by the Developer. School spirit signs may be posted up to 21 days, no more than twice a year, if no larger than nine (9) square feet.

22. 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 Developer.

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

24. ANTENNAS OR SATELLITE DISHES. No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing. Satellite Dishes and Antennas must be at the rear of the house and not visible to the street. No more than one satellite dish or antenna per property.

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

26. OBLIGATION TO CONSTRUCT OR RECONVEY. Every lot owner shall, within fifteen (15) 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 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, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

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

29. LIGHTING. Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE AND OTHER ITEMS. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

32. WATER FEATURES. All lakes, ponds and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal floatation devices shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any lakes, ponds, or streams within the Subdivision.

33. MAINTENANCE FEES AND ASSESSMENTS. Every lot owner, with the exception of the Developer and any entity sharing the same principal/member/shareholder as the members of the Developer shall be required to pay a maintenance fee as well as any special assessments approved by the Eastgate Homeowners Association, Inc., the "Association", for the maintenance and improvement of the common areas and other improvements to the Subdivision constructed by or at the direction of the Association and/or the Developer, including, but not limited to, entrance areas, medians and green spaces. These entrances areas, medians and green spaces are intended to be conveyed to the Association upon the completion of the development by the Developer but the duty to pay the fees to maintain them begins upon the acquisition of a lot by a lot owner. The maintenance fees and assessments payable to the Association 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 that lot. The full amount of the annual maintenance fee for any given year shall be paid by the lot owner upon taking title to the lot regardless of when that lot owner begins residing on that lot. Model homes are exempt from maintenance fees and assessments while occupied by Builder. Initial maintenance fee for calendar year 2022 shall be Three Hundred Fifty Dollars (\$350.00).

34. RECREATIONAL FACILITIES. Developer reserves the right to construct or have constructed within the Eastgate development a clubhouse and/or recreational facility and/or an indoor athletic/recreational facility to be owned and operated by the Association.

a. If the Developer constructs or has constructed such a clubhouse and/or recreational facility and/or such an indoor athletic/recreational facility, each lot owner shall be responsible for the maintenance fees and assessments associated with the construction of said facilities over and above the maintenance fees and assessments associated with the common areas and other improvements made to the Subdivision by the Association and/or Developer.

b. Unless conveyed to the Association by deed or other instrument of conveyance, all clubhouse and recreational facilities of any kind in the subdivision shall be owned by the owner of the land underlying such clubhouse and recreational facilities which may or may not be the Developer. However, all maintenance fees and assessments shall be collected by the Association and any sums due and owing to the owner of the facilities shall be paid by the Association.

35. SEVERABILITY OF PROVISIONS. Invalidation of any one or more of these provisions by judgment or other court order shall not affect any other provisions hereof which shall remain in full force and effect.

36. AMENDMENTS. These restrictions may be amended any time by the Developer, provided that the Developer owns at least one (1) lot or tract of land within the Eastgate development. Thereafter, these restrictions may be amended by a vote of at least two-thirds (2/3) of the owners of lots in the Eastgate development with each lot in the Eastgate

development being entitled to cast one (1) vote. No amendment to these restrictions relating to construction criteria for houses in the Subdivision shall apply to any house the construction of which commenced before the date such amendment is recorded in the Jessamine County Clerk's Office.

37. RESTRICTIONS RUN WITH LAND. Unless canceled, altered or amended, these restrictions are to run with the land and shall be binding upon all parties and landowners for thirty (30) years from the date these restrictions are recorded, after which time these restrictions shall automatically renew for successive periods of ten (10) years unless the Developer, if the Developer still owns a lot or tract of land in the Eastgate development or a majority of owners in all units of Eastgate Subdivision sign and place of record an instrument which terminates these restrictions in whole or in part. The failure of any owner to demand or insist upon the observance of and/or compliance with these restrictions, or to proceed to restrain any violation, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

38. VIOLATIONS. If the Developer determines any lot owner is in violation of any restrictions the Developer shall have the right to correct the violation and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

39. HOA MAINTENANCE. In addition to its other obligations, maintenance of traffic signs is the responsibility of the Eastgate Homeowners Association, Inc. The Eastgate Homeowners Association, Inc. is further responsible for the maintenance and upkeep of Lot 194 and entrance monuments.

40. ENHANCEMENT FEATURES. The Developer, at its sole discretion, shall have the right to provide enhancement features such as parks, monuments, walls, fences, street signs, streetlights, etc., to Eastgate Subdivision and to be reimbursed by the Homeowners Association for the cost of the land and the construction of the improvements. The Developer, in its sole and absolute discretion, shall have the option to transfer lots designated as HOA lots to the Eastgate Homeowners Association at fair market value.

41. LOT 1 and LOT 2 of Unit 1 EXEMPTED. Lots 1 and 2 of Unit 1 are hereby specifically exempted from these restrictions.

42. INCLUSION OF FUTURE DEVELOPMENT OF ADDITIONAL UNITS. The Developer intends to continue the development and construction of homes on additional and as yet un-platted and undeveloped acreage within the confines of the property designated as the Eastgate Subdivision. Once platted, it is the intention of the Developer to make those units subject to these same restrictions and that further, all Owners of lots in those Units shall become members of the Eastgate Homeowners Association, Inc. subject to them same rights and responsibilities of the existing members.

IN WITNESS WHEREOF, the Developer, Boone Development Limited Liability Company, a Kentucky limited liability company, has executed this Deed of Restrictions on this the day and year first above written.

BOONE DEVELOPMENT LIMITED LIABILITY COMPANY

BY: [Signature]

TITLE: Member

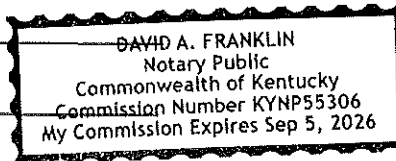
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged, subscribed, and sworn to before me on this 10 day of April, 2023, by James Monroe as member of Boone Development Limited Liability Company, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: _____

Notary ID Number: _____



[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY.

This instrument prepared by:

David A. Franklin, Attorney
Franklin & Rapp
1001 Monarch St., Suite 120
Lexington, Kentucky 40513

/s/ David A. Franklin

JESSAMINE COUNTY
D859 PG176

DOCUMENT NO: 455794
RECORDED: May 17, 2023 08:20:00 AM
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COUNTY CLERK: JOHNNY M. COLLIER, CJC
DEPUTY CLERK: KATHERINE CARTER
COUNTY: JESSAMINE COUNTY
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