

RESTRICTIVE COVENANTS
FOR
G.N. MILES ESTATE SUBDIVISION

1/9/05 10:10:29AM
LVA L MCANIEL CJC
JESSAMINE COUNTY
DEPUTY CLERK
TOMMIE S COLLINS
BANK 1562
PAGES 321 - 327

THIS DECLARATION made this 21 day of JUNE, 2005, by and between MILES ROAD, LLC, a Kentucky limited liability company, of 400 Bellerive Boulevard, Suite 200, Nicholasville, Kentucky, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real estate property located in Nicholasville, Kentucky, which is commonly know as the G.N. Miles Estate Subdivision (hereinafter "Subdivision"), said real property being more particularly described in plat of record in Plat Cabinet 10, Slide 56, Plat Cabine 10, Slide 57 and Plat Cabinet 10, Slide 58 Jessamine County Clerk's office which is incorporated herein by reference; and

WHEREAS, the Developer desires to subject said property to the covenants, restrictions and easements as contained in this Declaration, all of which are for the benefit of the property, the Developer and each individual owner of property in the Subdivision; and

NOW, THEREFORE, the Developer declares that the Subdivision, as shown and particularly described in the aforementioned plat which is incorporated herein by reference, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and easements hereinafter set forth which are hereby declared to be covenants running with the land:

RESTRICTIVE COVENANTS APPLICABLE TO ALL LOTS

1. All lots shall be used for residential purposes only.
2. No more than one dwelling structure may be erected per lot, exclusive of pool house, gazebo, or similar structure, all subject to approval by Developer.

3. No basement, tent, garage or other outbuilding placed or erected in the Subdivision at any time shall be used as a residence, temporarily or permanently.
4. No exterior laundry or clotheslines visible from adjoining lots are permitted.
5. No holding tanks of any sort shall be permitted on lots that are visible from adjoining lots.
6. No fence, wall, shrubbery, fence or hedge shall be erected or placed closer to the street than the rear corner of the house and the type of fence or wall shall be approved by the Developer prior to erection. All fences should be constructed of wood and be no more than 6 feet in height.
7. Mailboxes are to be clusters provided by United States Postal Service. Should the United States Postal Service not provide the box, then the mail boxes to be used are those as specified by the Developer. Approximate cost will be \$250.00. No substitutes or replacement boxes will be allowed
8. The driveway shall be of finished material (concrete, asphalt, etc.) and shall be constructed and completed no later than 60 days from time of occupancy of the residence.
9. No signs shall be permitted on any lot (realtor signs, house numbers and plates excepted) other than those which the Developer may approve in writing. Any signs advertising the property "For Sale" other than a realtor's sign shall be approved by the Developer in writing, and no more than one such sign shall be located on any one lot.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept upon any lot in said Subdivision; provided, however, dogs, cats and/or common household pets may be kept and maintained upon said lots if, and only if, they are not kept, bred or maintained for any commercial purpose. No pens or areas shall be fenced for keeping dogs or other animals.
11. No trailers, campers or motor powered vehicles, except a personal car in full operating order, shall be permitted to be parked at any time in the area between the house and the adjoining street(s), nor in the street(s); and further, no inoperable motor powered vehicle or truck over $\frac{3}{4}$ ton shall be parked or maintained on any lot or in any street.
12. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash, weeds or any grass over nine (9") inches high, the Developer shall have the right to clean, mow and maintain said lot and charge and collect from the owner the cost thereof plus 25%.
13. The lots contained in the aforesaid Subdivision are subject to a building set back line. The building set back line shall be in accordance with those shown on the plats of record in G.N. Miles Estate Subdivision which appears in Plat Cabinet 10, Slide 576, Plat Cabinet

10 , Slide 57 and Plat Cabinet 10 , Slide 59 in the Jessamine County Clerk's office.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer in writing. Special emphasis will be given as to design and exterior use of materials which harmonize with the external design of existing structures, and as to the location, in harmony with respect to topography and finish grade elevation.
15. All owners shall start residential construction and shall have completed same within one (1) year of the purchase of the lot. The approval granted to the plans and specifications and to the plan for the location of structure to be altered or erected shall be valid and effective only if construction is commenced and completed within the aforementioned time period. If construction is not completed within the aforementioned time period, no building shall be erected, placed, altered or permitted to remain upon such lot unless the Developer or its representative has agreed in writing to extend such period of time as is necessary (within the sole and unfettered discretion of the Developer).
16. Each residential structure must have at least a one-car attached garage of identical construction as the main dwelling.
17. No utility easement can be fenced. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat of the Subdivision. 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.
18. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood. No commercial enterprise of any kind whatsoever may be conducted on any lot.
19. No commercial vehicles shall be regularly parked on any lot or street in the Subdivision, other than for delivery or construction purposes.
20. No person shall engage in any major mechanical repairs on any motor vehicles for himself or for others at any time in the Subdivision.
21. Each lot owner shall be required to plant a minimum of two hardwood trees each of at least 1" or more in diameter. It is expected that special attention will be given to overall landscaping design. Each lot owner will be responsible for building the sidewalks as per the

City of Nicholasville specifications at the location shown on the Developer's plan. The lots contiguous to Sulfur Well Road will have a sidewalk running along Sulfur Well Road.

22. The Nicholasville City Ordinance prevents the Nicholasville Board of Adjustments from granting any variances from a subdivision and/or lot requirement imposed by either the subdivision regulations or zoning ordinances of the City of Nicholasville if the variance was made necessary by the enforcement of a deed restrictions affecting these lots.
23. Silt control facilities shall be used on each lot to prevent off-site siltation during construction.
24. Silt control measures may consist of temporary silt fence or straw bales staked in place. Silt shall be removed periodically as required during construction.
25. All distances in curves are chord distances.
26. There is, but not shown on the plat of the Subdivision, a six-foot (6') drainage and utility easement on both sides of all side lot lines, unless otherwise noted.
27. No buildings with identical front elevations and identical rooflines shall be constructed on adjacent lots.
28. The floor elevation of the first floor of a structure with sanitary sewer service shall be not less than 2 feet above the manhole top of the first down grade sanitary sewer manhole past the service connection for the structure. For basement service, the basement floor elevation shall be not less than 2 feet above the manhole top at the first down grade manhole past the service connection for the structure and no service connection will be permitted for a structure whose floor elevation is less than 3 feet above the top of the pump station wet well serving the area, unless the owner of the lot has installed an individual sewage pumping facility at the structure with the elevation of the discharge point meeting the required distances above the tops of the manholes and pump station wet wells, and has executed a waiver and release and hold harmless agreement with the City of Nicholasville.

~~29. Natural gas heating will be the primary source of heating to the residence built on the Lot.~~

RESTRICTIVE COVENANTS FOR TO R-1~~C~~^E ONLY

1. All residences constructed on lots zoned R-1C shall be single-family dwellings.
2. All plans for residences to be erected, placed, altered or permitted to remain upon any lot zoned R-1~~C~~ shall be subject to written approval by the Developer or its designated agent. One complete set of the plans, specifications, and a site plan showing the location of the house, garage and driveway shall be provided and retained by the Developer. The detailed

plans and specifications shall, without limitation, include the color of brick and color of paint to be used on the structure, the roofing material and color (minimum of 300 lbs. per square for asphalt and 235 lbs. per square for fiber glass) with a roof pitch of not less and 5-1/2 of 12 unless another type of roof or the pitch is approved by the Developer. Additionally, the plans and specifications shall provide detailed information of landscaping, including all plant material and layout. It is one of the purposes of these restrictions to cause the external design of the residences to be harmonious one with the other. Bedford stone, Tennessee stone, or similar stone, shall not be permitted on the exterior of any residence unless approved by the Developer in writing in its sole and unfettered discretion. It is understood that the structure shall be at least eighty percent (80%) masonry and twenty percent (20%) vinyl. The conventional split-level foyer shall not be permitted unless approved by the Developer in its sole and unfettered discretion.

3. Each residential structure must have at least a two-car, attached garage of identical construction as the main dwelling structure.
4. The main dwelling structure erected, or maintained on the lots herein described, shall have a floor area of not less than ~~2200~~¹⁸⁰⁰ square feet, exclusive of basements, attics, garages, porches and terraces.
5. In order to enhance the development, landscaping, with a minimum of \$1,000.00 retail value, shall be planted (as foundation planting) 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 and in no instance to exceed 12 months from when plans are approved. Seeding and sodding shall be done within 60 days of completion or occupancy of house whichever occurs first.

RESTRICTIVE COVENANTS SPECIFIC TO R-1^F LOTS ONLY

1. Only single-family residences shall be constructed on lots zoned R-1^F, and each such residence, exclusive of porches and garages, shall be not less than 1400 square feet.
2. The exterior materials of any dwelling on any lot herein shall be constructed of brick, vinyl siding or a combination thereof. The fronts of all residences must have at least 100% of brick or other approved materials applied, with the exception of pass-thru areas above covered porches and garages.

GENERAL PROVISIONS APPLICABLE TO ALL LOTS

1. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by a two-thirds (2/3) majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement of these restrictive covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate such covenants either to restrain violation or to recover damages.

3. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect the validity of any of the other restrictive covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date first above written.

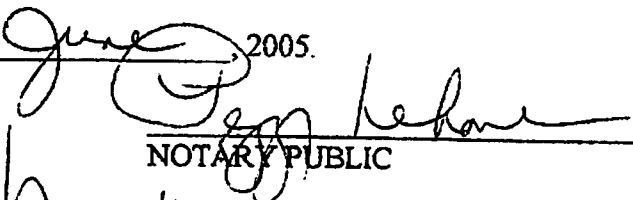
Signature Page to Follow

MILES ROAD, LLC

By: 

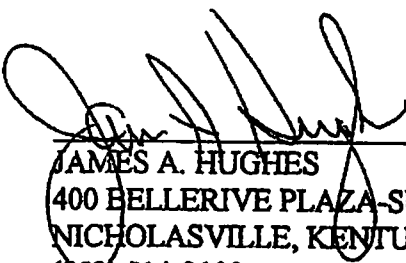
COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE...SCT:

The foregoing document was signed, sworn to and acknowledged before me by JAMES A. HUGHES, President of and, for an on behalf of MILES ROAD, LLC, a Kentucky limited liability company, on this 21 day of June, 2005.


NOTARY PUBLIC

My Commission expires: May 16 2007

PREPARED BY:


JAMES A. HUGHES
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