

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF THE**  
**EQUESTRIAN ESTATES SUBDIVISION, PHASE II**  
**JESSAMINE COUNTY, KENTUCKY**

WHEREAS, Harry V. McChesney, IV, an unmarried person, whose mailing address is 2215 Keene-South Elkhorn Road, Nicholasville, Kentucky 40356 is the owner of that property as shown as Tract 2A and Tract 2B by plat titled "Amended Record Plat – J.S. Watkins Estate Property" and recorded in Plat Cabinet 11, Slide 3 in the Jessamine County Clerk's Office being a portion of the same property described in Deed Book 304, at Page 440, Deed Book 305, Page 372; Deed Book 519, Page 249; Deed Book 308, Page 81; hereinafter referred to as the "Developer", is the Owner and Developer of the real property hereinabove described; and,

WHEREAS, said real property as a subdivision is to be developed, as will be shown by future plats to be to be recorded, and all such developed real property that is part of Equestrian Estates Subdivision, Phase II, is to be bound by these covenants and restrictions, that run with the land; and,

WHEREAS, in the beneficial interests of the Developer and future owners of such real property, it is desirable to subject such real property 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, improvement and maintenance of aforesaid real property, 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 discretion to review and approve certain aspects of the plans and specifications for the

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JESSAMINE COUNTY  
**D731 PG736**

**Mail to:**

**RETURN TO:** *D. MILLER*  
Webb Hoskins Brown & Thompson PSC  
2393 Alumni Dr., Suite 101  
Lexington, KY 40517

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,

THEREFORE, Developer does hereby make, constitute and establish the following covenants, conditions and restrictions as to the development, use and occupancy of all Lots in Equestrian Estates Subdivision, Phase II, to run with the land, developed from that property more particularly described as Tract 2A and Tract 2B in “Amended Record Plat – J.S. Watkins Estate Property” referenced hereinabove which is incorporated herein.

## I. APPROVAL OF PLANS

1.01 Procedure and Content: No improvement, 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 (2) sets of plans and specifications, one (1) set to remain in the possession of the Developer, the other to be signed and returned to the property Owner. Owners may be required to pay a reasonable fee for review of such plans by the Developer or his designated representative. Plans submitted shall show 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. Color of all the exterior trim, brick, roof and other components,
5. All landscaping material 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. Mailboxes,
11. Samples of materials to be used to the extent required by the Developer, and
12. Such other information, data and drawings, as may be reasonably required by the Developer.

Any items from the above list that are not proposed by the Applicant shall be proclaimed in writing with the submission of plans.

1.02 Basis of Approval: Approval shall 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 Equestrian Estates Subdivision, Phase II, 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 the Restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Developer, the applicant 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 or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representative.

## II. BUILDING AND SITE RESTRICTIONS

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 and one-half stories in height and an attached garage with space for a minimum of two (2) cars. No outbuildings of any nature or any other type structure shall be erected, altered, placed, or permitted to remain on any lot without prior written consent of Developer.

2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any lot in Equestrian Estates Subdivision, Phase II, shall be of predominately masonry construction; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Finish building materials shall be applied to all sides of the exterior of buildings and shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

2.03 Dwelling Size: No single family residence constructed on any of the lots shall have: a ground floor area of less than 2500 square feet in the case of a one-story structure; less than 2000 square feet for first floor and 1000 square feet for a second floor in the case of a one and one-half story; and less than 1500 square feet for each floor of a two-story structure, exclusive of basements, garages, porches, and terraces, even though the garage, porch or terrace is under the same roof. For each dwelling, there shall be attached at a minimum, a two-car garage of matching construction to the dwelling. Entrance to the garage shall be from either the side or

rear yard.

2.04 Commencement of Construction: No time limit is placed for commencement of construction, however, once started, construction shall proceed diligently until completed. The approval granted to plans and specification shall be valid and effective only if construction is commenced within one year from the time of said approval. If construction is not commenced within one year 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 of one year. The Developer hereby expressly reserves the right to extend the time period above.

2.05 Construction of Driveways and Curb Cuts: All driveways constructed on any lot in said subdivision shall be of concrete or asphalt. All curb cuts for driveway entrance shall have a 1.5" gutter lip. Driveway shall rise to prevent gutter storm water from running down driveway. All driveway and entrance plans must be approved by Developer and the driveways and entrance must be completed before occupancy.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundment, 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 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 designated representative will 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 on the property or for some other reason, silt could run off of a lot onto any adjacent property, the Owner of that lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto such adjacent property, and to remove soil siltation if such has occurred.

2.07 Septic Drainage Systems: All property owners shall be responsible for installing septic tanks and drainage fields that will comply with the Jessamine County and the Commonwealth of Kentucky Health Department Regulations, as now or as they may in the future be in effect for any dwelling.

2.08 Landscaping: Every property owner shall cause to be planted and maintained a grass cover for that portion of such lot so owned by each property owner from the pavement edge on which such lot fronts for the entire lot. Such ground cover shall not exceed 8" inches in height at any time. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over 8" in height, the Developer shall have the right to clean, mow and maintain the said lot and charge the Owner for its cost.

Landscaping shall be completed within sixty (60) days of occupancy or in the case of non-occupied house, within 60 days from when the main electric hook-up is made. 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. There shall be no artificial surfaces on lawns such as gravel, astro-turf, and the like. All lawns shall be grass. There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, concrete animals, etc., without the prior approval of the Developer.

Every property owner shall include under requirements of paragraph 1.01 (5) herein, a landscape planting plan demonstrating placement of a budgeted material cost of a minimum of \$3,500 which shall include but not limited to: foundation planting of coniferous shrubs or flowering trees / bushes.

Residential lot owners shall not allow propagation of noxious plants. This shall include but is not limited to: honeysuckle bush, Johnson grass, and thistles.

2.09 Landscape Buffer Maintenance: In any event where the Developer plants a landscape buffer screen with a landscape buffer easement on the final plat, he shall maintain all screening planting until the lot is sold. Any trees which die shall be replaced no later than the following planting season.

Lot owners on which the landscape buffer and screening easement is located shall maintain the plantings in a good and living state. Any plantings suffering misuse, damage or loss of life shall promptly be replaced by the lot owner.

2.10 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 not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out at the edge of road for pick up, said containers shall be set out the evening before pick up and shall be removed from the road by evening of the day of pick up.

2.11 Underground Utilities: Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground including but not limited to electric, telephone, and cable television.

### III. MAINTENANCE REQUIREMENTS

3.01 Maintenance of Roadway: The owner of each lot in the Subdivision shall be responsible for and bear the maintenance cost of that portion of the road on which each lot fronts to the center of

such road. Developer shall not be responsible for any such maintenance except in the case where he is owner of record of that lot. It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County, Kentucky will assume the responsibility for such maintenance and this restriction shall no longer be effective.

3.02 Maintenance of Lots and Buildings: No lot and no building or other improvement 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.

3.03 Nuisance: 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 there from so as to render any portion of the said lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the lots or to 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 property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devise, shall be located, used or placed on the premises, 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: Only household pets may be kept for domestic purposes, and not kept, bred, or maintained for any commercial purpose.

No kennels may be erected on any lot except as approved by the Developer and placed so as not to be viewed from adjoining property owners or from the street. All pets must be kept on a leash and not be allowed to stray on any lot unless under direct control, so as not to create damage or be a nuisance to other property owners. Barking and howling dogs will not be allowed to remain in the Subdivision if they become a nuisance to other property owners.

4.02 Trucks/Recreational Vehicles: No owner is permitted to keep trucks, boats, recreational vehicles and the like where they may be viewed by his neighbors or seen from the street. No inoperable vehicle shall be parked on any street in the subdivision for a period in excess of 24 hours.

4.03 Temporary or Permanent Mobile Homes:

There shall not be erected, placed, altered or permitted to remain on any lot in said subdivision any mobile homes, temporary or permanent, nor may any homeowner be allowed to use such

dwellings either temporarily or permanently as a residence.

4.04 Fences: (A) No fence, shrubbery fence or hedge shall be placed or constructed closer to the street than the rear corner of the house. Walls in the front or side yard may be constructed only if approved as to the type and location by the Developer. Any fence constructed shall be a four board wooden plank fence, black in color. The fence must meet the approval of the Developer.

(B) Purchasers are hereby obligated to share equally with the adjacent owner, cost of erecting or maintaining any boundary fence.

4.05 Mailboxes: In order to create a look of uniformity throughout the subdivision, all U.S. Mailboxes and newspaper boxes shall be of such design as furnished by the Developer.

4.06 Antennas: No antenna or dish with any dimension in excess of two (2') feet for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developer. If approved, the antenna or dish will be screened from view by planting shrubbery as prescribed by Developer.

4.07 Signs: No signs whatsoever shall be erected or maintained on the property with the exception of those of the Developer or by the Developer's Designer (until all lots are sold); or as required for directions. Such signs shall not exceed 4' x 8'.

Should an owner put his property up for sale, one (1) real estate sign may be permitted on the front of the property. However, no realty signs are permitted at the entrance of the subdivision. Said real estate signs must be approved by the Developer and may not exceed 2' x 2' in overall dimensions. All signs shall be professionally prepared.

4.08 Business/Home Occupations: No trade or business shall be conducted on any lot at any time.

4.09 Storage Tanks and Pools: No above ground holding tanks of any sort will be permitted. Location of underground holding tanks must be on site plan. Above ground pools are not permitted.

4.10 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear of any residential structure.

4.11 Parking: Each resident shall provide suitable off street parking for their requirements. On street parking by residents/landowners shall not be permitted.

4.12 Clotheslines: No outside clotheslines shall be erected or placed on any lot within view of

any neighbor or from any street.

## V. HOME OWNERS ASSOCIATION

5.01 Name: The Articles of Incorporation of the Equestrian Estates Subdivision Phase II Homeowners Association, Inc., a Kentucky non-profit and non-stock corporation, and which may be amended from time to time, will be filed with the Kentucky Secretary of State and recorded in the Jessamine County Clerk's Office.

5.02 Membership: Every owner of a lot in Equestrian Estates Phase II shall be a member of the Equestrian Estates Subdivision Phase II Homeowners Association, Inc (hereinafter "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 the decisions of the Association's Board of Directors.

5.03 Purpose: The objects and purpose of the Association is set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of their members. The Association shall have jurisdiction over all residential units of the Equestrian Estates Phase II residential development, and its objects and purpose shall include, without limitation 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, entrances, and acceptance of common areas for purposes of operation, maintenance and repair.

5.04 Dues: The initial assessment by the Association shall be \$150.00 per year per lot beginning on January 1, 2016. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of occupancy for a portion of the year, with the proration to be calculated by determining the number of days if occupancy of the residence from the date of occupancy through December 31 of that year. Any assessments levied by the Association shall be used for a purpose that will generally benefit the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements 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.

5.05 Voting: Membership and Voting Rights are set out in the Articles of Incorporation of the Association recorded in the Jessamine County Clerk's Office. As soon as eighty percent of the lots in Equestrian Estate Phase II have been transferred by General Warranty Deed to individuals or entities outside the control of the Developer, the Developer will assign and transfer all rights, duties, reservations and responsibilities contained herein to the Association. Each lot will be



entitled to one (1) vote.

5.08 Entrances: From the annual membership dues received, the Association shall contribute an amount determined by the Association's Board of Directors to the Equestrian Estates Homeowner Association and The Lakes at Equestrian Estates Homeowner Association for the purpose of the maintenance of the respective subdivision entrances. This contribution shall continue until such time as the Association votes to change the amounts or otherwise use the annual dues in a different manner for the benefit of the development.

## VI. GENERAL PROVISIONS

6.01 Minimum Building Lot: No dwelling or other structure 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. No structure of any nature shall be erected within fifty (50) feet of any rear property line and twelve (12) feet of any side property line, or in violation of any easement shown on the final plat of Equestrian Estates.

6.02 Re-subdivision: No lot in Equestrian Estates Subdivision Phase II may be re-subdivided into separate lots of less than one (1) acre.

6.03 Duration and Amendments: Unless canceled, 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, in the Jessamine County Clerk's Office, for a period of twenty (20) years after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by a majority of then owners of the lots in Equestrian Estates Phase II has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be 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 from restraint of violations, shall 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 this Subdivision.

6.04 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.

6.05 Enforcement: Enforcement of these restrictions by the Developer, the Association, or any lot owner 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 violation or to recover damages or both.

6.06 Notices: Any notice required to be sent to any owner under the provisions of these restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner on the records at the time of such mailing. The records of the Jessamine County Property Valuation Administrator may be relied upon for such addresses.

6.07 Solicitations: There shall be no solicitation, without limitation, (door to door sales) of any type within the residential area of the Development.

6.08 Mining: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of any lot, nor shall any oil, natural gas petroleum, asphalt or other mineral, of any kind be produced or extracted therefrom. Further, no commercial mining or quarry activities of any type or nature whatsoever shall be permitted on any such lot, and there shall be no drilling of any type or nature whatsoever upon any lot.

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

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

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

6.12 Easements: An easement is hereby reserved in favor of Developer, its successors and assigns, as described in the recorded plat of the subject property for the purpose of constructing, maintaining, operating and repairing electric poles and lines, all utilities, retention and drainage facilities, and the right is hereby reserved to enter upon said property at any and all reasonable times for the purposes of installing, maintaining and repairing the same. This easement provision is perpetual and not subject to change.

IN TESTIMONY WHEREOF: The DEVELOPER has caused these Restrictions to be executed on this 16 day of November, 2015.

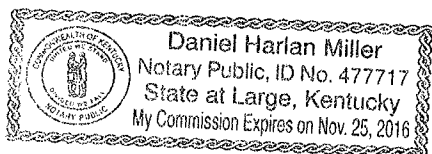
DEVELOPER:

Harry V. McChesney, IV  
Harry V. McChesney, IV

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

I the undersigned NOTARY PUBLIC, certify that the foregoing DECLARATION OF COVENANTS AND RESTRICTIONS FOR EQUESTRIAN ESTATES SUBDIVISION, PHASE II, was this day acknowledged, subscribed, and sworn to before me by Harry V. McChesney, IV an unmarried person, this the 16<sup>th</sup> day of November, 2015.

My Commission Expires: 11-25-2016



David Gordon Miller  
NOTARY PUBLIC

**Mail to:**

THIS INSTRUMENT PREPARED BY:



DANIEL H. MILLER, ATTORNEY AT LAW  
WEBB, HOSKINS, BROWN & THOMPSON, P.S.C.  
2392 ALUMNI DRIVE, SUITE 101  
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JESSAMINE COUNTY  
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