

RESTRICTION FOR VALENTINE FARM EAST PHASE 1 MAJOR SUBDIVISION

This Declaration of Restrictions made and executed by CHRIS MCGEHEE, LLC, A Kentucky Limited Liability Company, herein called the Owner.

WITNESSETH: That the owners do hereby make and impose the following restrictions on the following described property located in Meade County, Kentucky to-wit:

Being Valentine Farm East Phase 1 Major Subdivision Plat recorded in Plat Cabinet 1, Page 541 in the office of the Meade County Clerk.

The following restrictions, conditions, covenants and regulations pertaining to the use, ownership, and occupancy of the land in Meade County, Kentucky, are to run with the land and shall be binding upon any owner or owners, or his or her heirs, personal representative, successors, or assigns, as the case may be, of any of the lots, plat of which has heretofore been filed in the office of the Meade County Clerk in Plat Cabinet 1, Page 541 from the date of recording of said plat until fifteen (15) years thereafter (unless changed by an instrument signed by a $\frac{3}{4}$ of the lot owners), unless an instrument is signed by $\frac{3}{4}$ of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Each lot shall be considered as for one (1) vote for the purpose of determining the majority of the owners: however, the restrictions, conditions, covenants, and regulations may be changed any time by an instrument signed by $\frac{3}{4}$ of the owners.

- A. THE REAL ESTATE DESCRIBED HEREIN SHALL BE UTILIZED FOR RESIDENTIAL PURPOSES ONLY.
- B. ANIMALS SHALL BE KEPT UNDER THE FOLLOWING PROVISION:
 - 1. No hogs or chickens allowed on any tract or lots.
 - 2. Only Commonly accepted pets allowed, such as dogs, cats, horses, etc.
 - 3. No dangerous or vicious dogs, cats, horses or other animals allowed.
 - 4. No commercial breeding of pets or livestock allowed.
 - 5. Each large animal, such as horses, etc., shall have at least 2 acres per animal to roam.
- C. No tent, shack, barn or other out-building erected shall be used at any time as a resident, temporarily, nor shall any structure or a temporary character be used as a residence.
- D. NO MANUFACTURED HOME INTENDED FOR RESIDENTIAL USE SHALL BE STORED OR USED AS A STORAGE STRUCTURE ON ANY LOT AT ANY TIME.

- E. NO junk, inoperative automobiles or unlicensed automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
- F. No noxious or offensive activity shall be carried on upon the real estate, nor shall anything be done thereon which may become an annoyance to the neighborhood.
- G. The Real Estate shall not be used or maintained as a dumping ground for rubbish, trash, garbage, etc. or other waste shall not be kept, except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- H. Individual sewage disposal systems shall be located, and constructed in accordance with the requirements, standards and recommendations of the Meade County Health Department approval of such systems as installed shall be obtained from such authority.
- I. No business or commercial activity of any kind shall be carried out upon the premises. Utility companies are exempt to install equipment necessary for services in the community, county, communications, gas, sewage, etc.
- J. All lot owners are responsible for soil conservation practice, such as seed and strawing, to avoid such soil erosion, according to the County Soil and Water Conservation Office.
- K. Property owners are responsible to comply with County Highway Department regulations for driveway installation.
- L. All homes are to be 1400 square feet of living space, excluding the basement. All house plans must be approved by the Developer.
- M. Restricted to Site Built Homes ONLY.
- N. One residential dwelling per lot.
- O. Any fences built by lot owners shall be at the lot owners' expense. No wire, chain link, or privacy fences are to be between the street and the front of the home on any lot. The following will be allowed: Decorative fences, such as, picket fences, split rail fences or raw iron fences that do not exceed 48 inches in height will be allowed between the front of the home and the street.
- P. These restrictions may be enforced by an individual lot owner or by the subdivider. In the event any lot owner fails to comply with the foregoing restrictions and costs are involved in correction of the infraction, a lien against the property may be taken for reasonable costs incurred in the correction of the infraction by the party expending such costs, including a reasonable Attorney's fee.
- Q. Invalidation of any one of these covenants by Judgement or Court Order, or by voluntary act as provided for in the prefatory paragraph shall in no way affect any of the other provisions which shall remain in full force and effect.

CHRIS MCGEHEE, LLC, A Kentucky Limited Company
By: CHRIS MCGEHEE, Member

STATE OF KENTCKY

COUNTY OF _____

I, the undersigned, a Notary Public, in and for the above state and county, do hereby certify that the above and foregoing instrument of writing was this day produced to me in said state and county by CHRIS MCGEHEE, LLC, A Kentucky Limited Liability Company, by CHRIS MCGEHEE, Member, to be his free act and deed

Notary Signature: _____

My commission expires: _____

Printed name of Notary and Notary ID _____

STATE OF KENTCKY

COUNTY OF _____

This instrument prepared by:

CHRIS MCGEHEE
P.O. Box 309
Brandenburg, KY 40108