

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
EASEMENTS**

**FOR**

**HOLLOWAY ESTATES**

Recorded March 5, 2004

BY  
HOLLOWAY DEVELOPMENT, LLC

**MAIL TO:**  
Holloway Estates  
555 W. Fourth St  
Lexington Ky 40508  
mailed  
3-10-04

JESSAMINE COUNTY  
D512 PG 155

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FOR  
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As shown by plat of record in Plat Cabinet 9,  
Slide 261, in the Jessamine County Clerk's Office.

WHEREAS, HOLLOWAY DEVELOPMENT, LLC, hereinafter called "Developer," having its principal office located at 555 West Fourth Street, Lexington, Kentucky 40508, is the owner and developer of 46-One (1) acre lots ( hereinafter collectively referred to as "lots"), and certain Residual Farm Land located in Jessamine County, Kentucky, a plat of said property appears of record in Plat Cabinet 9, Slide 261, in the Jessamine County Clerk's Office (HOLLOWAY ESTATES) and being part of the same property conveyed to HOLLOWAY DEVELOPMENT, LLC, a Kentucky Limited Liability Company, 555 West Fourth Street, Lexington, Kentucky 40508 by deed dated December 19, 2002 of record in Deed Book 483, Page 287, in the Jessamine County Clerk's Office; provided however the plat of Holloway Estates referred to above includes three (3) certain parcels of land known as Residual Farm Land and which future use of said Residual Farm Land will not be restricted by the terms and conditions of this DECLARATION unless otherwise set forth herein and/or as controlled by the Jessamine County Zoning and Subdivision Development regulations and ordinances.

WHEREAS, in the beneficial interests of the Developer and future owners of the lots, it is desirable to subject the 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, improvements, and maintenance of the 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; and,
- c) to dedicate and impose upon the subject real property those easements, right of ways and other matters set out upon the final approved subdivision plat for HOLLOWAY ESTATES.

WHEREAS, the Developer desires to reserve for itself, its successors and assigns the sole right and discretion to review and approve certain aspects of the plans and specifications for the improvement of the lots, alterations to such improvements, and certain uses to be permitted or

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prohibited upon said lots, all as set out more specifically hereinafter in order to accomplish the above described purposes, and;

THEREFORE, Developer hereby makes, declares, constitutes and establishes these covenants, conditions, restrictions and easements for the orderly development, use and occupancy of the Property described on Exhibit A attached hereto, and as shown on that Final Subdivision Plat for HOLLOWAY ESTATES as recorded in Plat Cabinet 9, Slide 261, in the office of the Jessamine County Clerk all of which shall hereafter be binding upon and shall run with the land as follows:

#### DEFINITIONS

Section 1. "Annual Assessment" shall mean and refer to assessments levied annually against all Lots in the Properties to fund Common Expenses, as more particularly described in Article V, Sections 5.03.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 3. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Holloway Estates Owners Association, Inc., as filed with the Secretary of State of the Commonwealth of Kentucky.

Section 4. "Association" shall mean and refer to the Holloway Estates Owners Association, Inc., a Kentucky nonprofit corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Kentucky Corporate law.

Section 5. "By-Laws" shall mean and refer to the By-Laws of the Holloway Estates Owners Association, Inc., and as they may be amended from time to time.

Section 6. "Class "B" Control Period" shall mean and refer to the period of time during which the Developer, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in the By-Laws.

Section 7. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors.

Section 10. "Developer" shall mean and refer to HOLLOWAY DEVELOPMENT, LLC., a Kentucky Limited Liability Company, its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits "A" for the purpose of development and sale and are designated as the Developer hereunder in a recorded instrument executed by the immediately preceding Developer.

Section 11. "Lot" shall mean a portion of the Property, whether developed or undeveloped, intended for sale as a single family residence, and shall, unless otherwise specified, include within its meaning single-family detached houses on separately platted parcels of land, all of which may be developed, used, as defined herein provided or as provided in Supplemental Declarations covering all or a part of the Property. The term shall include all portions of the lot owned including any structure thereon.

Section 12. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 13. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 14. "Mortgagee" shall mean and refer to a beneficiary or holder of a mortgage.

Section 15. "Mortgagor" shall mean and refer to any person who gives a mortgage.

Section 16. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 17. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 18. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 19. "Residual Farm Land" shall mean and refer to the three (3) separate tracts of the Property identified on that Final Subdivision Plat of Holloway Estates recorded in Plat Cabinet 9, Slide No. 26, in the office of the Jessamine County Clerk.



## **I. APPROVAL OF PLANS**

1.01 Procedures 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 the Developer may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing 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) type and color of all exterior trim, brick, roof and other components, (5) all landscaping materials 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 requested by the Developer, (12) adequate plans for erosion control during construction, and (13) such other information, data and drawings as may be reasonably requested by the Developer.

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 improvements and/or structures in HOLLOWAY, 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 these restrictions. The type and 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 said plans shall be deemed approved unless the Developer notifies the owner in writing that the Developer requires an extension of time not to exceed fifteen (15) days to complete the review of said plans. If no action is taken on the plans by the end of the extension period of not greater than 15 days it shall be presumed that the Developer has approved said plans and specifications as submitted.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors and assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of 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. Provided however, it is understood that the refusal or failure by the Developer to approve any plan or specification as submitted shall NOT constitute grounds or reason to set aside or void the sale of any lot. Further the approval of any plans by the Developer, and its' successors or assigns shall not operate or constitute any warranty of the plans for any purpose including unsafe or negligent design.

## **II. BUILDING AND SITE REGULATIONS**

2.01 Land Use: No Building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height (or the thirty-five foot height restriction imposed by Jessamine County as applicable) and an attached garage with space for at least two cars shall be built or allowed to remain upon any lot except as otherwise permitted herein with advance approval in writing from the Developer. No accessory building or structure shall be allowed on any lot without the prior written approval of the Developer of the plans and location of the proposed accessory building or structure. Any accessory building or structure must be compatible in style and architecture to the principle residential structure on the lot.

2.02 Materials: Any residence or other building or structure erected, placed, altered, or permitted to remain on any lot in HOLLOWAY ESTATES shall be primarily of masonry construction or other natural building material approved by the Developer; 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 exteriors of buildings and shall extend to the ground. No exposed concrete block or unfinished concrete wall or foundation will be permitted. Colors shall be traditional, 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. All fireplaces shall be brick or stone masonry. The exterior facade of any residential structure shall be composed of a minimum of at least 75% brick or other natural masonry stone building material.

2.03 Dwelling Size: No single family residence constructed on any of the lots shall have a ground floor area of less than 1,850 square feet in the case of a one-story structure; or less than 2,500 square feet total for 1<sup>st</sup> and 2<sup>nd</sup> floors of a two-story structure, exclusive of garages, decks, porches, basements and terraces, even though the garage, deck, porch, basement or terrace is under the same roof. For each dwelling, there shall be an attached two-car garage of identical construction as the dwelling and entrance to the garage must be from either the side or rear yard unless otherwise approved by the developer in advance due to unusual topographical concerns. PROVIDED HOWEVER, the existing structure on Lot # 33 shall not be subject to building material and size regulations of this Declaration.

2.04 Commencement of Construction: Once started, construction shall proceed diligently until completed. The approval granted to plans and specifications 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 representatives agrees in writing to extend said period of one year. The Developer hereby expressly reserves to its sole discretion the right to extend the time periods above.

2.05 Construction of Driveways and Headwalls: All driveways constructed on any lot in said subdivision shall be of concrete or asphalt. All driveway entrances, unless at the crest of a hill, shall have at least a 15" culvert under them with a masonry headwalls. All driveways and headwall plans must be approved by Developer and the driveways and headwalls must be completed with six months of occupancy. Headwalls shall be faced with stone or brick to be



compatible with that used in the house construction. Driveways shall be constructed to allow or accommodate two (2) off street parking spaces in the driveway or parking area, which parking spaces are NOT one directly behind the other. No on street parking shall be permitted.

2.06 Drainage and Grading: No drainage easements, ditches, cuts, swales, streams, impoundments, ponds, lakes, 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 the 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, the Developer or its representative shall have the right, but not the obligation to enter upon the property to remedy or repair at the Lot owner's cost and expense 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. Failure to pay for said repair or remedy performed by the Developer will result in a lien against owner's Lot. Whenever, because of construction of improvements on any Lot or for some other reason, silt, dirt, mud or other debris runs off any lot onto adjacent property or the roadway, the Owner of such a Lot shall be obligated to provide a means of control to prevent such silt or other objectionable material from running off of such lot onto such adjacent property or roadway.

2.07 Septic Drainage Systems: All Lot owners shall at owner's cost and expense install underground septic tank and accompanying drainage fields for any dwelling that shall comply with Jessamine County and State of Kentucky Health Department regulations.

2.08 Underground Utilities: Lot owners shall have the responsibility to install, preserve and protect underground utilities. No utilities may be above ground including but not limited to electric, telephone and satellite or cable television wires. No television /radio antennae shall be located in front of the rear of the residence or extend above the drip line of the lowest portion of the roof. Satellite dishes shall be no larger than 36 inches

2.09 Landscaping: Every Lot owner shall cause to be planted and maintained a grass cover for the portion of such lot so owned by each property owner from the pavement edge on which such lot fronts for the entire lot and its easements. Such ground cover shall not exceed ten (10) 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 or should grass on any Lot exceed over 10" in height, the Developer shall have the right to clean, mow and maintain the said lot and charge the owner for its cost. Which cost and charge shall constitute a lien against the Lot until paid by the Lot owner.

Landscaping shall be completed within 6 months of occupancy or in the case of a non-occupied house within 90 days from when the main electric hook-up is made. No existing tree, which is not diseased or damaged shall be destroyed or removed from any lot unless approved by the Developer. There shall be no artificial surfaces on lawns such as gravel, astro turf, or the like. All lawns shall be grass. There will not be allowed any decorative items scattered throughout the lawn area without the prior approval of the Developer. The owner of each Lot, after sale from the Developer shall plant at least one (1) tree on their lot in each of the first three (3) years of

ownership unless this requirement is waived in writing by the Developer due to existing natural vegetation.

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

### 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 any Lot which fronts to the center of such road. Developer shall not be responsible for any such maintenance. It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County Fiscal Court will assume the responsibility for such maintenance and this restrictions shall be no longer 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 Nuisances: 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 therefrom so as to render any portion of the lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the lots or of 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 devices, shall be located, used or placed on the premises, so as to constitute an annoyance or nuisance to other Lot owners, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

### IV. GENEREAL RESTRICTIONS

4.01 Animals: No livestock or wild animals (whether or not domesticated) shall be permitted on any lot in the subdivision without the written consent of the Developer.

No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other traditional household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purposes. No more than two dogs and two cats



may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

No kennels may be erected on any Lot except as approved by the Developer and then must be placed so as not to be viewed from the adjoining property owners or from the street. All pets must be kept on a leash and not 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 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. No recreational vehicles shall be operated in any manner, or at times or at noise levels which constitutes a nuisance or annoyance to other owners.

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, double wide homes, tents, underground or basement type shelters, whether temporary or permanent, nor may any homeowner be allowed to use such as dwelling either temporary or permanently as a residence.

4.04 Fences: To maintain the open look and feel of HOLLOWAY ESTATES, and to protect the views, there will be no fences of any kind anywhere on any Lot within HOLLOWAY ESTATES except as follows: a) The existing black 4-board fence which is associated with each cluster shall be preserved as long as this Declaration is effective. Its regular and continued maintenance shall be the responsibility of the each Lot Owner of any Lot which abuts the cluster fence; b) Lots may have constructed on them, subject to approval of Developer, only black 4-board horse farm fencing, c) Patio fencing or walls may be permitted as part of the house construction plans and underground dog security fences are permitted, d) only black 4-board horse farm fencing shall be used to divide the (1) one acre lots; no wire, chain link, or barbed wire fencing shall be allowed on any lot without the prior written consent of the Developer.

4.05 Mailboxes: In order to create a look of uniformity throughout HOLLOWAY ESTATES, mailboxes and newspaper boxes will be similar and compatible in style, material, and construction to that of the principal residence on each Lot. All mailboxes shall be completed within the timeframe allowed for the completion of landscaping as indicated above or the Developer may, but shall not be obligated to, complete the construction of a suitable mailbox at the Owner's cost and expense, the same to constitute a lien upon Owner's Lot if not paid within thirty (30) days after completion.

4.06 Antennas: No antenna or dish 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. Provided however, the small satellite dish systems not to exceed 36 inches in diameter shall be acceptable on any Lot as long as the placement of same does not extend above the roof line of any improvement or structure to which it provides a satellite signal.



4.07 Signs: No signs whatsoever shall be erected or maintained on the property with the exception of those of Developer (until all lots are sold) or as required for directions. Should an owner put his property up for sale, a single real estate sign may be permitted on the front of the Lot. However, no realty signs are permitted at the entrance to the subdivision. Said real estate signs 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 which requires or permits the actual physical receipt and/or delivery of goods or products to or from any Lot or which requires or permits the actual physical performance of any service on any Lot unless first approved in writing by the Developer.

4.09 Hobbies: Hobbies or activities that tend to detract from the residential and aesthetic character of the Lots, and any equipment or improvements used in connection with such hobbies or activities, shall not be permitted without prior written consent and pursuant to any directions of the Developer, which shall under no circumstances constitute an annoyance or nuisance to other owners. This paragraph has reference to, but is not limited to such activities as automotive and boat repair and sport activities involving equipment placed on the Lots.

4.10 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from the adjoining properties and without written permission from Developer. Location of holding tanks must be on the site plan. Above ground swimming pools with appropriate decking and screening may be permitted after prior written approval from the Developer or its' designate, and no swimming pools are permitted in front of the back line of the principal residence, or in side yards facing roadways. Drainage, fencing placement and lighting plans shall be included in the construction plans submitted to developer for approval. All pools shall be required to have fencing in compliance with any applicable laws or regulations.

4.11 Hunting and Firearms: There shall be no hunting allowed on any Lot. The discharging of firearms shall not be permitted on any Lot except by maintenance and security personnel, in the performance of their duties.

4.12 Clotheslines: No permanent outside clotheslines shall be erected or placed on any Lot. Temporary clotheslines shall be located out of view of neighboring Lots.

4.13 Woodpiles: All stockpiles of firewood for personal use shall be kept to the rear of the residence and screened from view. No firewood may be stockpiled on any Lot for commercial purposes.

4.14 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence nor closer to any side yard boundary than the building set back line.

4.15 Parking: There shall be no vehicles of any kind parked on the streets of Holloway Estates.

4.16 Minimum Building Lot and Set Back Lines: No dwelling or other structure shall be erected or placed or allowed to remain upon any Lot unless the placement of such dwelling shall conform in every respect to the building line shown on the recorded plat.

4.17 Resubdivision: No lot in Holloway Estates may be further subdivided into additional lots.

4.18 Mining: No derrick or other structure designed for use in boring oil or natural gas, petroleum, asphalt or other mineral, of any kind be produced or extracted therefrom. Further, no commercial mining or quarrying 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. No water towers are permitted on any lot.

4.19 Renting: No owner, of any Lot and/or residence in Holloway Estates shall permit renting/leasing in any form without prior written consent from the Developer.

4.20 No lot shall be used for the purpose of growing or cultivating trees, shrubs, or other vegetation for commercial purposes, or for purpose of resale.

#### V. HOMEOWNER'S ASSOCIATION

The Articles of Incorporation of Holloway Estates Owners' Association, Inc. ("Association") which may be amended from time to time, will be recorded in the Office of the Jessamine County Clerk, in Nicholasville, Kentucky.

5.01 Membership: Every owner of a lot in Holloway Estates 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 bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

5.02 Purpose of Association: The object and purposes of the Association shall be set forth in its Articles of Incorporation and By-Laws and shall be to promote the beneficial use, harmonious development, social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the maintenance and repair of (if applicable) the streets, common areas, crosswalks, storm drains, basins, landscaping and entrance to the development and other common areas, if any, for purposes of its operation and maintenance.

5.03 Assessments: The initial assessments hereunder shall be no higher than \$200.00 per year per Lot beginning January 1, 2004. After December 31, 2004, the Board of Directors of the Association may from time to time increase or decrease the assessment and impose special assessments according to the By-Laws. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be billed by January 7 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 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.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and 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.

The Developer shall not be responsible for the payment of any Homeowner Association assessments during the period of its initial ownership. Developer's contribution in lieu of homeowners association assessments shall take the form of in-kind contributions toward upkeep and maintenance of any common area property.

5.04 Informal Action by Association or Board: Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its' Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its' Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any documents filed with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

#### VI. MISCELLANEOUS

6.01 Duration and Amendments: Unless cancelled, 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 under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, 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 the owners of the Lots and Holloway Estates DEVELOPMENT, LLC has been recorded, agreeing to change these restrictions and covenants in whole or in part except that the restrictions provided for in Paragraphs 2.01, 2.03, 3.03, 4.03, 4.11, shall not be changed unless agreed to in writing by the affected Lot owners. These restrictions may be cancelled, altered or amended at any time, only 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 for restraint of violations, shall not 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.

6.02 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.



6.03 Enforcement: Enforcement of these restrictions 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.

6.04 Notices: Any notice required to be sent to any member or 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 member or owner on the records of the Association at the time of such mailing.

6.05 Solicitations: There shall be no solicitation, without limitation, (door to door sales) of any type within the residential area of HOLLOWAY ESTATES except as may be expressly authorized by the Developer.

6.06 Entry Onto Property: In addition to the rights of access to the Lots required for the exercise of the easements hereinabove granted; the Developer or his authorized representative may upon giving 48 hours prior notice to the Owner (except in cases of emergency, in which event no prior notice shall be required), may enter upon any of the Lots at any reasonable times for the purposes of inspecting such Lot(s) to ascertain whether the Lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purposes of taking such corrective measures as may be reasonably necessary. In case of any emergency, such right of entry shall be immediate, whether the Owner or occupant of the lot is present at the time or not. Any damage to any lot or the contents thereof, which shall result from any exercise by the Board of its rights of access herein above set forth, shall be promptly repaired by and at the expense of the Association and the same restored to its condition immediately prior to such damage.

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

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

6.09 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 persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

## VII. RESIDUAL FARM LAND

7.01 Use. The use of the Residual Farm Land is subject to those permitted and conditional uses as may be allowed for the subject property by the Jessamine County Zoning, Subdivision

and Development Regulations, and further subject to any specific restrictive covenants which may hereafter be imposed by the Developer.

7.02 Building Approval. During the time that Developer owns any of the Property subject to this Declaration the plot plan and building plans for all buildings constructed on the Residual Farm Land must be approved by the Developer in writing before the commencement of any construction.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorized officer this the 5th day of March, 2004.

HOLLOWAY DEVELOPMENT, LLC,  
a Kentucky Limited Liability Company

By: ACH-BRO, LLC, a Kentucky Limited  
Liability Company; and Member

By: [Signature]  
CHRISTIAN H. ACH, Member

COMMONWEALTH OF KENTUCKY  
County of Jessamine

The forgoing instrument was subscribed and acknowledged before me this 5th day of March, 2004 by CHRISTIAN H. ACH as the authorized member of ACH-BRO, LLC, a Kentucky Limited Liability Company and authorized member of HOLLOWAY DEVELOPMENT, LLC, a Kentucky limited liability company.

[Signature]  
Notary Public

My Commission Expires: 5-12-2006

PREPARED BY:  
SIMMS AND CORNETT  
[Signature]  
Harold F. Simms, Attorney  
112 Court Street  
Georgetown, KY 40324  
(502) 868-5300

Res-ChristianAch,HollowayRestrictions+def

JESSAMINE COUNTY  
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