

DRAFT

COOPER'S RUN PROTECTIVE RESTRICTIONS

PARIS, KENTUCKY

Ken

4/4/2018

Cooper's Run Subdivision
BOURBON COUNTY, KENTUCKY

**COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO LOT 1
THROUGH 47 OF COOPER'S RUN SUBDIVISION, 300 NORTH
MIDDLETOWN ROAD, BOURBON COUNTY, PARIS, KENTUCKY.**

This document shall revoke (if any) all prior recorded covenants, conditions, and restrictions

WHEREAS, Centrust Capital Homes, LLC. 1010 Monarch Street, Suite 250B, Lexington, Kentucky 40513 hereinafter, known as Developer, is the owner of certain tracts of land lying in Cooper's Run Subdivision, (47 Lots) a subdivision located on 13.43 acres at 300 North Middletown Road in Bourbon County, Kentucky.

WHEREAS, said Developer, his successors and assigns (Developer reserves the right to assign its interest in the development) intends to sell lots subject to certain protective restrictions, conditions, limitations, reservations and covenants, hereinafter referred to as protective restrictions, in order to insure the most beneficial development of said lots and to prevent any use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof.

WHEREAS, the Developer desires to reserve for itself, its successors and assigns, the sole discretion to review and approve housing plans, specifications and protective restrictions as to certain uses to be permitted or prohibited upon said lots,

NOW THEREFORE, said Developer hereby declares that said protective restrictions are hereby imposed and are as follows to wit:

LAND USE AND BUILDING TYPE

All tracts and/or lots herein shall be used for the construction of single family residences only, and each single family residence shall be restricted to residential as proposed, and no more than one single family structure may be erected per lot and/ or tract. Such structures shall not exceed two and one-half stories in height and shall contain an attached private garage large enough to accommodate at least two (2) automobiles. There shall be no "home occupation" (or similar use) involving the sale of goods and/or services in the residence or on any Lot.

DWELLING TYPE, SIZE AND CONSTRUCTION

1. **Plan Approval.** Prior to commencement of construction on each Lot, each Lot Owner shall submit to the Developer or, if Developer no longer retains ownership of any lots, to the Cooper's Run Homeowner Association, hereinafter referred to as CRHA, for written approval, duplicate copies of the proposed plans, specifications, drawings and elevations of all buildings to be constructed, including the color, type and description of all exterior building and roof materials. No building, fence, wall, structure or other improvement shall be erected, placed 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 composed of concrete) shall be constructed without such approval. Special emphasis will be given as to design and exterior use of materials with harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation.

For purposes of this document the term “Developer” shall be used to refer to the Developer or CRHA, whichever is applicable.

2. **Set Back:** All Lots shall have a minimum setback of 30 feet from the street and 25 feet from the back property line; all side yards must be a minimum of 10 feet wide. This minimum building set back and offset restriction applies to residences and garages.
3. **Size:** Only one residence with a garage and improvements described below shall be permitted upon a lot. Any residence constructed shall contain a minimum of **1,400 sq. ft.** living areas measured from the inside of the exterior walls, exclusive of porches, basements, attics, patios and garages.
 - (a) A one and one-half (1 ½) story house shall have a minimum floor area of 875 square feet on the first floor, exclusive of the garage.
 - (b) A two (2) story house shall have a minimum of 875 square feet on the ground floor, exclusive of the garage.
 - (c) Any other type of house not specifically listed above shall have a minimum floor area of 1,400 square feet, exclusive of the garage, and its design must first be approved by the Developer.
 - (d) In computing total square feet, only habitable living space shall be included; basements (whether finished or not); garages and porches (open or enclosed) shall not be included.
4. **Construction Schedule.** Once construction of the residential structure is commenced, it shall proceed with due diligence until completion; provided, however, construction of said permanent residence shall be completed no later than twelve months from groundbreaking. If not, the Lot Owner shall be assessed \$50.00 per day until a final certificate of occupancy is issued.
5. **Garages.** The residential structure of each tract must have, at minimum, an attached two-car garage consisting of a minimum of 400 sq. (Exclusive of the balance of the residential structure).
6. **Exterior Materials.** The type of exterior building materials utilized in the construction of any house in the subdivision must first be approved, in writing, by the Developer. All Construction shall be finished with all brick or stone veneer fronts, or accents, as approved by Developer, with sides and back of houses constructed of vinyl, cement siding board, Hardy Board or other materials, as approved by Developer. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) shall be of white, off-white, or earth-tone colors, except that roof shingles and window shutters may be black in color. 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, but not by way of limitation, the following colors ARE NOT considered to be “earth-tone” colors: yellow, green, orange, red, blue, pink, purple and black. Any change in exterior materials must be approved by Developer.

No Bedford Stone or sandstone may be used. All residences shall be Craftsman in style and of traditional or classical architecture in character, fully approved by the Developer. No split level, split foyer, and ultra-modern residences shall be permitted without Developer’s written approval.

7. **Other Exposed Exterior Walls.** There shall be no exposed poured concrete or non-decorative block on exterior of any residence and/or improvements or approved structures without Developers written approval. Brick, stone or decorative block must cover exterior foundation from grade to sill plate on all sides, unless approved by Developer.
8. **Chimneys.** No cantilevered fireplace chimneys will be permitted. The exterior portion of all chimneys shall be constructed of the same type of building material used for that side of the house, unless otherwise approved in writing by the Developer. All chimneys must be “grounded”, meaning that the base of any chimney must start at the ground level and the height shall reach or exceed the top roof line of the house.
9. **Roof Pitch & Shingles.** No roof on any residence shall have less than a 6/12 pitch unless approved in writing by the Developer. All roof shingles shall be approved by Developer and of the “dimensional shingle” type, and of a dark or “earth-tone” color (weatherwood in appearance). No white or light color shades of shingles shall be permitted. All shingles are required to have a 25 year life.
10. **Walks, Steps, Porches etc.** All walks, steps, porches, patios, and other non-vehicular, non-planted surfaces in front of the residence shall be brick, concrete, flagstone, pavers, or other approved surfaces compatible with the exterior surfaces of the residence within the sole discretion of the Developers. Sidewalks are to be constructed along the front of each lot, in accordance with regulations established by the City of Paris, prior to completion and occupancy of the house upon each lot. The ultimate responsibility of constructing such sidewalk, shall belong to Developer, at the Developer’s expense, but such responsibility and expense may be passed on to the Lot Owner (or such Lot Owner’s builder) by private agreement, provided the Developer shall still have the ultimate responsibility of completing such sidewalks if the Lot Owner or builder fail to do so on a timely basis.
11. **Driveways and Parking Areas.** All entrance ways, driveways and parking areas shall be located with consent of the Developer and must be finished with concrete, brick, or other approved hard aggregate surface, as may be approved by the Developer, in advance, within its sole discretion; and further shall be completed prior to the occupancy of any residence thereon. There shall be no parking on the grass.

12. **Sod.** Within 30 days after completion of a residence, each Lot shall be finished, graded and seeded or sodded (weather permitting), in all areas disturbed by construction, and side and rear yard shall be seeded or otherwise similarly planted or landscaped in full, excepting only driveways, parking areas, sidewalks, walkways, patios, terraces, porches, and garden areas. Builder shall be required to sod 30' in the front, 10' on side and back.
13. **TREES.** No trees on any Lot shall be removed or cut except (i) dead or diseased trees, or (ii) with prior written approval of Developer for reasons necessary for construction or improvements and/or necessary for the beneficial development and use of the Lot. Developer is not responsible for the life or soundness or any trees. All trees have to be a minimum of 2 ½" in diameter and all street trees must be planted no less than 40ft apart. All street trees shall be Aristocrat Pear Trees.
14. **Mailboxes & Media.** To insure uniformity, mailboxes shall standardized and be of a decorative "aluminum" design in accordance with that illustrated on Exhibit "A" attached hereto. The house address number shall be mounted on each mailbox with gold lettering. Any deviations from this requirement shall require the Developer's written approval; provided however, that this is further subject to the United States Postal System's requirements. Mailboxes receptacles shall be double units and set in concrete. One standard mailbox shall be used. See marketing team for information.
15. **Clotheslines.** No outside clotheslines shall be erected or placed on any lot.
16. **Drainage.** Drainage of each lot shall be in conformity 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 shall be made with water-tight joint in accordance with plumbing code requirements.
17. **Rock & Cement Trucks During Construction.** Rock trucks shall not exceed twenty three (23) tons pay load, cement trucks shall not exceed ten (10) cubic yards of cement per load, and the gross vehicle weight for all other trucks hauling construction materials or equipment to any Lot shall not exceed eighty thousand (80,000) pounds. Builder shall provide, if requested, copies of weigh tickets on all such loads to developer or developer's representative. Builder and/or Lot Owner shall be financially responsible for overweight loads that damage roadways. Any damage to roadways due to overweight loads shall be charged to the offending Lot Owner and shall constitute a lien against the Owner's Lot until paid.

UTILITIES

All utilities shall be below ground and all Lot Owners shall have responsibility to preserve and protect underground utilities located on the Lot.

NUISANCES

Conduct. No immoral, unlawful, noxious or offensive use shall be made or carried on in any building or upon any Lot, nor shall anything be done in any building or upon any Lot which may be, or which may become, an annoyance, or nuisance to the public or any other Owner.

Home Occupations. No trade or business of any kind, including dog kennels and no practice of medicine, dentistry, chiropody, 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 for the builder's own office, provided said use terminates within two years from completion of that house (or such longer period of time as may be consented to by the Developer in writing).

GENERAL PROVISIONS

1. **Maintenance.** Should the Owner of any lot fail to maintain the lawn, and grass and/or weeds should exceed the maximum height of 12 inches, Developer may enter such lot and/ or tract to cut grass and/or weeds, and remove any debris necessary and collect all costs for labor and materials and overhead, plus 20%, from the Owner of said Lot.
2. **Animals.** No animals, livestock and/or poultry of any kind whatsoever shall be raised, bred or kept upon any lot in said unit of said Subdivision, provided, however, dogs, cats and/or other small household pets may be kept and maintained upon said Lots provided these pets are not kept, bred, or maintained for any commercial reason or purpose. 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 old. Barking or howling dogs will not be allowed to remain in the Subdivision if they become a nuisance to other Lot Owners.
3. **Mobile Homes/Recreation Vehicles/Trucks/Vehicles, Boats, Watercraft, etc.** No mobile homes or inoperative vehicles shall be allowed to remain on any Lot at any time. Commercial vehicles, boats, watercraft or similar vehicles shall be permitted as long as they will fit within an approved enclosed garage. Recreational Vehicles shall not be used for permanent residential purposes at any time nor shall be permitted for temporary purposes unless parked in a driveway, short term guest, and may not be parked for longer than 72 hours within a two week period without permission from the Developer or CRHA.

No tractor trailers or dump trucks shall be parked or stored on any street or lot at any time for any reason. Developer may have a construction and/or sales trailer on site. No person shall engage in any major mechanical repairs on any motor vehicles for others at any time. All major mechanical repairs must be done inside a garage.

4. **Tanks & Pools.** No gas, fuel oil, or other holding tanks of any type, or above ground pools, shall be permitted on any lot without prior approval of Developer as to location and character of same.
5. **Antennas/Satellite Dishes.** No antenna or satellite dish larger than two feet in diameter shall be affixed to a residence, garage, or any other building or other structure, nor shall it extend higher than the highest point of the building or structure in which it is attached. No other antenna or satellite dish not so attached shall be located on the ground of any Lot.
6. **Trash Disposal/Trespass.** No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all waste shall be kept in suitable containers. No vacant lot shall accrue trash, rubbish or debris at any time. During construction, general maintenance or renovation of any lot or structure, the Lot Owner shall be responsible for cleanup and removal of all trash, materials or debris created by Owner's contractor, agent or employee.

No Lot Owner or contractor, agent or employee of a Lot Owner or its representative shall be permitted to drive vehicles and equipment upon any Lot without the express permission of Lot Owner. Any damage caused to a Lot by another Lot Owner, that Lot Owner's contractors, agents, employees or representatives, shall be charged to the offending Lot Owner and shall constitute a lien against that Owner's Lot until paid. Developers reserve the right to remove any trash from lots at the expense of the Lot Owner and/or the violator of this section.

It shall be responsibility of the Lot Owners to arrange garbage pickup for each lot until such time that the city assumes responsibility for garbage pickup and disposal for the subdivision. Garbage cans are to be kept in an area not visible from the street except on pickup days when they are to be put out at the curb the evening prior to pick up day and to be removed on the evening of pickup day.

7. **Temporary Shelters.** No buildings or structures of a temporary character, including but not limited to, storage huts, trailers, tents, shacks, barns, or any other such structure shall be constructed or permitted to remain upon any lot unless reasonable, necessary, and incidental to construction.

No mobile homes or modular homes shall be permitted to be upon any lot at any time or for any reason other than a construction trailer for Developer.

8. **Gardens.** No vegetable gardens upon any Lot shall be planted or permitted to remain which extend nearer to the street than the rear yard of any residence on the Lot.
9. **Signs.** No sign of any kind shall be displayed on any Lot except one sign not more than 3 sq. ft. for advertising the Lot for sale or rent except signs of the Developer located at an entrance way into the subdivision, at street corners or upon lots of Developer advertising the sale of Lots by Developer.
10. **Fences.** All fencing must have the written approval of the Developer. To maintain the open look and feel for the Subdivision no privacy fences will be allowed. Patio fencing or walls may be permitted as part of the house construction plan, subject to Developer approval. Wrought iron or aluminum fences will be allowed upon approval by Developer. No fencing shall extend beyond the back exterior wall of the residence unless prior written approval is granted by the Developer. Fences around a swimming pool shall be permitted if required by local ordinance and shall be subject to approval by Developer. The cost of all fence installation shall be the responsibility of the Lot Owner, including side lot and perimeter fencing as may be agreed to by adjoining Lot Owners. Lot Owner shall also bear all future cost for upkeep and maintenance of all fencing, including, rear and perimeter fencing.
11. **Hunting/ Firearms.** There shall be no hunting or discharging of firearms, bows, cross-bows or other projectile weapons on any Lot.
12. **Hobbies.** Hobbies or activities that tend to detract from the aesthetic character of the lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automotive and boat repair and sport activities involving equipment placed on lots.
13. **Zone Changes.** No zone changes for this property shall be applied for without the prior written approval of the Developer.
14. **HOMEOWNERS ASSOCIATION/ASSESSMENTS.** The Developer, as well as a majority of the Lot Owners, shall have the right to form a homeowners association, to be known as the "Cooper's Run Homeowners Association (CRHA), at a later date to promote the social welfare and serve the common good and general welfare of the owners of the lots in the Cooper's Run Subdivision. If the Cooper's Run Homeowners Association is formed, every owner of Lots 1 through 47 shall be a member of the CRHA and, by acceptance of a deed to said Lot, agrees to accept membership in and does thereby

become a member of CRHA. Each owner/ member shall abide by the CRHA By-Laws, Rules and Regulations and shall pay when due the assessments imposed by the CRHA and shall comply with and abide by the decisions of the CRHA; provided, however, the Developer shall not be subject to assessment on any unsold Lots (1-47). Association fees: \$100 per year from each calendar year- Jan 1-Dec 31.

The objects and purposes of the CRHA shall be to promote the social and general welfare and common good of its members. At such time as the Developer no longer retains ownership of any lots in Cooper's Run, the CRHA shall assume all duties and responsibilities of maintenance, approval and enforcement of these covenants and restrictions.

The CRHA shall have the authority to levy assessments (fix the amount and determine the due date) upon the owners for the purpose of paying for all the costs and expenses incurred in the operation, maintenance and repair of all common areas (including the entrance); further, if the owner of any Lot fails for any reason to pay such owner's allocable portion (as determined by the CRHA to be fair and reasonable) of any such assessment, the CRHA shall have the authority to file a lien (in Bourbon County Clerk's Office) upon such owner's Lot; and further, such lien shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable by the CRHA against said owner and Lot in the same manner and to the same extent as a mortgage lien.

Each Lot (1-47) shall be entitled to one vote in management and affairs of the CRHA; further, a majority of Lots 1-47 shall constitute a quorum for conducting business and majority vote of the quorum shall be sufficient to take action.

These 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended by an eighty percent (80%) vote of all Lot Owners. The Developers shall maintain 80% of the voting rights until the last lot is sold and closed. At that time the development shall be turned over to the CRHA.

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Any Lot Owner, CRHA or Developers may initiate action to enforce said restrictions.

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

IN WITNESS WHEREOF, Centrust Capital Homes, LLC has hereunto set its hand, by and through its duly authorized representative, on this _____ day of March, 2018.

CENTRUST CAPITAL HOMES, LLC

BY: _____
P. Keith Nally, PRESIDENT

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed, sworn and acknowledged before me by _____
this _____ of _____, 2018.

Notary Public
My Commission Expires: _____

Prepared By: Centrust Capital Homes

Upon Recording return to:
P. Keith Nally
1010 Monarch Street, Suite 250B
Lexington, KY 40513

BY: _____
P. Keith Nally, President
1010 Monarch Street, Suite 250B
Lexington, KY 40513