

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF
 CHRISMAN MILL ESTATES
 LOTS 1-10 (PLAT CABINET __, SLIDE __)
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Kenneth Lee Ramsey and Sarah Kathern Ramsey, hereinafter called "Developer," having its principal office located at 6915 Harrodsburg, Road, Nicholasville, Kentucky 40356, is the owner and developer of Chrisman Mill Estates, Lots 1-10 located in Jessamine County, Kentucky (collectively "Lots" or singularly "Lot"), a plat of the Lots appears of record in Plat Cabinet _____, Slide _____, in the Jessamine County Clerk's Office ("Chrisman Mill Estates");

WHEREAS, in the beneficial interests of the Developer and future owners of the Lots, it is desirable to subject the Lots 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 Lots, in order to

- a) cause the construction of residences and improvements to have an exterior scale, design quality 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 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, and

THEREFORE, Developer hereby makes, constitutes and establishes the covenants, conditions and restrictions as to the development, use and occupancy of the Lots in Chrisman Mill Estates as follows:

I. APPROVAL OF PLANS

1.01 Procedures and Content: No improvements, 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 sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to the Lot owner), showing at least the following: (1) the location of all buildings, access drives, and other improvements and improved areas on the site, (2) rear, front and side elevations, (3) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (4) exterior lighting plans, (5) walls and fences, (6) patios, decks, pools and porches, (7) parking areas, (8) such other information, data and drawings as may be reasonably requested by the Developer. The owners of the Lots may be required to pay a reasonable fee for review of such plans 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 structures in Chrisman Mill Estates, 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.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specification within thirty (30) days after the same have been delivered to the Developer, the Lot owner 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. The discretion and judgment exercised in this process by the Developer, or his appointed representative, shall be unfettered. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that any claim or cause of action against the Developer or its representative regarding this process is waived.

II. BUILDING AND SITE REGULATIONS

2.01 Land Use: There shall be no more than one (1) detached single family dwelling, not to exceed two stories in height, erected, altered, placed or permitted to remain on any Lot. Such dwelling shall have an attached or basement garage with space for at least two automobiles. Detached garages are permitted, but shall be in addition to the attached or basement garage.

2.02 Materials: Any dwelling or other or other structure erected, placed, altered or permitted to remain on any Lot in Chrisman Mill Estates may be of mixed masonry or siding or all siding. If the structure is mixed masonry and siding it shall be at least 50% masonry construction above the foundation and the siding shall be wood or Hardieplank. Masonry materials that can be used shall be limited to brick, field stone, Tennessee stone and cultured stone. If the dwelling or other structure erected, placed, altered or permitted to

remain on any Lot in Chrisman Mill Estates is 100% siding, the material used shall be wood or Hardieplank. Provided, however, that Developer does hereby reserve the right, but not the obligation, to waive the foregoing restrictions at their sole discretion. Finish building materials shall be applied to all sides of the exteriors of buildings and other structures and shall extend to the ground. No exposed concrete block or wall will be permitted. The Developer, or his appointed representative, shall have the sole and unfettered right to approve or disapprove materials.

2.03 Dwelling Size: No single family residence constructed on any of the Lots shall have a ground floor area of less than 2,500 square feet in the case of a one-story structure; of less than 1,500 sq. ft. on the ground floor and 1,000 sq. ft. on the second floor of all one and one-half story residences; and of less than 2,500 sq. ft. total for 1st and 2nd floors (1,250 sq. ft. on each floor) of any two-story structure with all size restrictions to be calculated exclusive of garages, porches, and terraces, even though the garage, porch or terrace is under the same roof. For each dwelling, there shall be attached a two-car garage of identical construction as the dwelling.

2.04 Commencement of Construction: All Lot owners shall start and complete construction within one year (except for Lots unsold by Developer) from date Developer deeds the Lot to the owner, or Developer has the option to repurchase the Lot for the price paid by owner. 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 three (3) months from the time of said approval. If construction is not commenced within three (3) months 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. The Developer hereby expressly reserves the right to extend the time periods above in their sole and unfettered discretion.

2.05 Construction of Driveways: All driveways constructed in Chrisman Mill Estates shall be of Portland Cement concrete or asphalt material and constructed within 12 months from time of occupancy of the residence.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, 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, its representative may have the right to enter upon the Lot 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 or for some other reason, silt would drain off of a Lot to any adjacent property, the owner of such Lot shall be obligated to provide a means of siltation control to prevent such drainage onto such adjacent property.

2.07 Landscaping: Every Lot owner shall cause to be planted and maintained a grass cover on that portion of the Lot not occupied by the residence. Such ground cover shall be cut a minimum of twice per growing season. In the event the owner of any Lot fails to meet this requirement or keep and maintain the Lot free of trash, debris, or weeds, the Developer shall have the right, including without limitation, to enter upon the Lot (such entry not being deemed a trespass), to clean, mow and maintain the said Lot, charge the owner for its cost plus 25%, and record a lien against the Lot for such cost.

III. MAINTENANCE REQUIREMENTS

3.01 Maintenance of Lots and Buildings: No Lot and no residence 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.

3.02 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 other Lots by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the Lots, 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: There shall be permitted to be boarded on any Lot in Chrisman Mill Estates no more than one (1) head of livestock per fenced pastured acre. No swine, holding pens or feed lots of any nature shall be allowed on any Lot in Chrisman Mill Estates.

4.02 Trucks/Vehicles/Boats: No commercial vehicles, inoperable motor vehicles and trucks over ¾ ton shall be parked on the Lots in Chrisman Mill Estates for a period in excess of 24 hours. No trailers, campers, motor powered vehicles or the like, except one, personal automobile in full operating order, shall be permitted to be parked at any time in the area between the existing residence and existing street, nor in the street, and further, no vehicle shall be parked or maintained in the yard area from the existing building line to the street, nor in any street. No person shall engage in any major mechanical repairs on any vehicle for himself or others at any time.

4.03 Mobile Homes, Etc.: No building or structure of a temporary character, including but not limited to mobile homes, trailers, basements, tents, shacks, garages, barns, or other buildings other than the permitted single family dwelling, shall be used upon any Lot in Chrisman Mill Estates at any time as a residence, either temporarily or permanently, nor shall any mobile home, manufactured home, modular home, trailer, tent, shack, barn, or unmovable vehicle be erected, used and/or maintained upon any Lot in Chrisman Mill Estates at any time, whether temporarily or permanently.

4.04 Fences: If a Lot owner intends to construct a fence, such fence shall be four-plank wooden fence, painted black, or woven wire fabric with wooden posts painted black. Fabric shall be standard stock fence or equivalent. Fences of any other type are prohibited.

4.05 Signs: No signs whatsoever shall be erected or maintained on the Lots with the exception of a house number and Chrisman Mill Estates plate and those deemed acceptable by the Developer, or his appointed representative.

4.06 Business/Home Occupations: No commercial activity shall be conducted on any Lot at anytime.

4.07 Utility Easements: Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Each Lot owner grants the utility companies the right of ingress and egress to the platted easements for purposes of maintenance and installation. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or may change or obstruct the flow of water through these easements. The easement areas of each Lot shall be maintained continuously by the owner of each Lot, except those improvements for which a public authority or utility company is responsible. All utilities shall be installed below ground level.

4.08 Minimum Building Lot and Set Back Lines: No dwelling or other structure shall be erected or placed on any Lot unless the placement of such dwelling or structure shall conform in every respect to the building lines shown on the recorded plat. All other setback restrictions for all structures shall conform to those promulgated by the Jessamine County-City of Wilmore Joint Planning Commission, as same may be amended from time to time.

4.09 Resubdivision: No Lot in Chrisman Mill Estates may be subdivided into multiple parcels without the permission of the Developer, or his appointed representative, and all appropriate governmental bodies.

4.10 Entrances: No Lot owner shall erect, construct, place or maintain any impediment to the use and sight of a neighbor's driveway entrance onto a Lot.

V. MISCELLANEOUS

5.01 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 one (1) year each, unless an instrument, in writing, signed by the then owners of seven (7) of the Lots terminates same. These restrictions may be cancelled, altered or amended at any time, by the affirmative action of the owners of seven (7) 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 Chrisman Mill Estates.

5.02 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.

5.03 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 the violation or to recover damages or both. The Developer or any Lot owner may enforce these restrictions and in the event either or both incur legal fees and/or court costs in the enforcement of the restrictions against any violator, then the enforcing party shall be reimbursed by the violator for any such fees and/or costs so incurred.

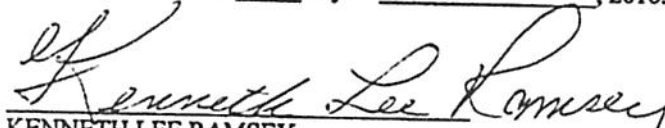
5.04 Entry Onto Property: In addition to the rights of access to the Lots required for the exercise of the easements hereinbefore granted, the Developer or its authorized representative, may upon giving 48 hours prior notice to the owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the Lots at any reasonable time 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.

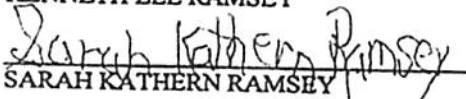
5.05 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration the Developer's determination of such meaning shall be final which determination may be exercised in the Developer's sole and unfettered discretion.

5.06 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.

5.07 Waiver of Notice: Whenever any notice is required to be given under the provisions(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.

Dated this the ____ day of _____, 2016.


KENNETH LEE RAMSEY


SARAH KATHERIN RAMSEY

STATE OF KENTUCKY
COUNTY OF JESSAMINE, SCT....

I, the undersigned NOTARY PUBLIC, certify that the foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged, subscribed and sworn to me by Kenneth Lee Ramsey and Sarah Kathern Ramsey, on this the _____ day of _____, 2016.

My Commissoon expires: 12-13-2017.

Sally A. Buswell, KY State at Large
NOTARY PUBLIC KY NO.

PREPARED BY:

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SALLY A. BUSSELL
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES 12/13/2017
NOTARY ID# 502286

bc...\\Ramsey, Kenneth & Sarah\Declarations Final 070516