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AMENDED
LONGVIEW HOMOWNERS ASSOCIATION ICE.
DEED OF RESTRICTIONS
(INCLUDES ALL AMENDEMNTS)

This AMENDED DEED OF RESTRICTIONS is made and entered into on this the 1st day of December, 2003, by and between LONGVIEW ESTATES, INC., a Kentucky corporation with its principal offices located in Longview Gold club on the Frankfort Road near Georgetown, in Scott County, Kentucky, hereinafter called the LONGVIEW HOMEOWNER'S ASSOCIATION, INC. and LONGVIEW ESTATES SUBDIVISION Hereinafter called the SUMDIVISION.

WITNESSETH:

WHEREAS, the LONGVIEW HOMEOWNERS' ASSOCIATION INC. intending to establish a general plan for the use, occupancy and enjoyment of said SUBDIVISION hereby declares that, for the mutual benefit of its present and future owners of all lots in Unit 1 of Longview subdivision described below shall be subject to the restrictions and covenants set forth in this Declaration of Restrictions:

Being all of the residential lots of Unit 1 of Longview Estates Subdivision which lots are more particularly described and se forth in a certain plat of record located in Plat (Deed) Book 123, Page 275 of the Scott County Clerk's Office by which referenced the aforesaid plat in incorporated herein.

1. All lots shall be known as described as residential lots and shall used only for residential purposes.
2. No structure shall be erected, altered, placed or permitted to remain on any lot in the subdivision except a single private dwelling or residence designed for the occupancy of one family, together with a private two or three car attached garage for the sole use of the owner or occupants of the lot; provided however, that nothing in this paragraph, the foregoing paragraph or otherwise in this instrument shall be construed to prevent the use of any of said lots for church or school purposes.
3. On all lots in Unit 1 the floor area of the one-story house shall be a minimum of seventeen hundred-fifty (1750) square feet. The first-floor area of a two-story house shall be a minimum of eleven hundred-fifty

(1150) square feet. The first-floor area of a one and one-half story house shall be a minimum of thirteen hundred-fifty (1350) square feet. In dwelling designed as a "split-level", being one in which, the floors levels of habitable spaces are separated so that the ground levels are in different elevations, and part of said dwelling being two-story in height, the floor area requirements will be not less than 1200 square feet in the aggregated of two such floor levels. The area requirements for all other types of houses are to be at the discretion of the LONGVIEW HOMEOWNERS' ASSOCIATION INC. exclusively or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing the area for these purposes.

4. Lawn grades and house elevations and location of house are to be approved in the same manner as the residence plans.
5. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clotheslines shall be installed on any lot.
6. A perpetual easement is reserved on each lot as shown on plat for public utility installation maintenance and drainage.
7. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.
8. No galvanized pipe or other type pipe for surface drainage purposes may be installed unless first approved by the LONGVIEW HOMEOWNERS' ASSOCIATION INC. or its agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.
9. All garbage cans, trash cans and other related disposal items shall be maintained in a completely covered area or shall be countersunk into the ground in such manner as not be readily visible.
10. At least sixty-five (65%) percent of the outside walls of any residential structure erected or placed on any lot shall be covered over with brick, stone, brick veneer, or stone veneer unless some other materials shall be approved in writing by the LONGVIEW HOMEOWNER'S ASSOCIATION, INC. or such agent or successor as it may designate. Provided, however, that the LONGVIEW HOMEOWNERS' ASSOC. INC. may give special permission in writing to vary the above requirements for outside walls to allow for any other materials whatsoever that the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. approves for exterior wall coverings of any proposed residential structure erected or

placed on any lot. Provided, further, that any past waiver (s) by the ASSOCIATION and/or past or future waivers by the LONGVIEW HOMEOWNERS' ASSOCIATION, INC., of the requirements of this provision shall not be construed as a commitment or obligation to grant other or additional future waivers of a like or similar nature.

The brick or stone or other outside covering shall extend downward to the level of the ground adjoining the structure unless the LONGVIEW HOMEOWNER'S ASSOCIATION, INC., in writing, approves otherwise.

Construction of houses and garages shall be completed within twelve (12) months from the time of ground breaking. Completeness shall be construed to mean that the building is finished in every respect in its exterior including garage, driveway and rough landscaping. All driveways shall be concrete, asphalt, or other hard surface material from the house to connect with the street. The drainage of the lot shall conform to the general drainage plan of the LONGVIEW HOMEOWNER'S ASSOCIATION, INC. for the subdivision. In addition to these specific requirements all:

- a. Construction plans
- b. Building specifications, including the materials to be used
- c. A plan showing the grade elevation and the site elevation of the structure on the lot
- d. And the location, plans and specifications for any driveways;

Shall be approved in writing by the LONGVIEW HOMEOWNER'S ASSOCIATION, INC. or _____ such agent or successor as it may designate.

11. When the residence is constructed upon any lot the owner shall cause that portion of the right-of-way between the property line or lines and the pavement of the street or streets abutting the lot to be graded and sodded or seeded. No trees shall be planted said portion.
12. If any tree is injured from whatever caused it shall be treated or removed at the homeowners' discretion.
13. No fences, wall or hedge, mailbox or paper holder shall be constructed or placed on any lot unless such construction or planting is approved in writing by the LONGVIEW HOMEOWNER'S ASSOCIATION, INC. or such agent or successor as it may designate, and no fence wall or hedge shall be constructed or planted forward to the front elevation of the residence structure nor beyond the side elevation facing a side street of residence structure on a corner lot. Fencing constructed of wood, stone, brick, or combination of therefor, is permitted with approval of the LONGVIEW HOMEOWNERS'

- ASSOCIATION, INC. Under no circumstances shall chain link fencing ever be permitted by the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. and invisible pet fences are strongly encouraged.
14. No structure shall be erected on the portion of any lot line between the building lines as shown on the recorded plats of the subdivisions and the front property line or side property line (for corner lots), except bay windows and steps may project into said area and open porches may project into said area not more than six (6) feet.
 15. No outbuilding and no structure or improvements of any kind, shall be constructed or placed on any lot unless such construction or placement is approved in writing by the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. or such agent or successor as it may designate. Any approved outbuilding shall be located to the rear of the residence, and the architecture, design, materials (including outside walls) therefore and the location thereof must be approved in writing. Absolutely no metal buildings are allowed or to be approved by the association and all buildings must be properly maintained.
 16. It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free of weeds and trash and otherwise neat and attractive in appearance. Should any owner fail, to do so, then the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse the HOMEOWNER'S ASSOCIATION of the expense incurred in so doing.
 17. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be carried on upon my lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any horse, cow, hog, goat, or similar animal or any chickens, ducks, geese or other fowl be kept or maintained on said lot or any part thereof dogs and cats may be kept as pets but neither shall be kept for commercial or breeding purposes and animals shall be controlled in accordance with state and local laws.
 18. No permanent sign for advertising or for any other purpose shall be displayed on any lot, on any building or structure on any lot except one sign for advertising the sale or rent thereof, which said sign shall not be greater in outside dimensions than three (3) feet wide by three (3) feet high, except the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. shall have the right to erect larger signs when advertising the subdivision. Yard sale signs and political signs must be removed immediately following date of said yard sale or campaign.

19. No basement or outbuilding erected or placed on any lot shall be at any time used as a residence either temporarily or permanently; no structure of a shack, semi, camper, RV or tandem axle trailer shall be parked or kept on any lot permanently at any time unless it be in the garage of said lot but may be kept temporarily on said lot for no ore than fourteen (14) days. The foregoing shall not prevent contractors for erecting or placing on any lot for temporary use during construction or development tool sheds or field offices which shall be removed when construction or development is completed.
- No mini-bikes or other motor driven bikes or vehicles may be ridden on the trails or in recreational areas.
- No permanent on street parking (meaning on a daily basis) is permitted at any time.
20. The foregoing restrictions, conditions and covenants and any alterations or amendments thereof shall be construed as covenants running with the land and binding upon the party hereto, its grantees, successors and assigns, and all persons claiming under them until they terminate or ae cancelled as hereinafter provided. Unless cancelled under the provisions of Paragraph 23 herein below these restrictions, conditions and covenants and any alterations or amendments there of shall be effective from the date of recording hereof until December 1, 1993. Upon the expiration of said term they shall automatically extend for successive periods of ten years unless under the provisions of said Paragraph 23, they are cancelled. It is the purpose and intent thereof that such restrictions, conditions and covenants, shall during the period of their existence, insure to the benefit of and advantage of the owner or owners of any of the land as now shown on the plans of the subdivisions, and the same may be enforced and violations thereof may be restrained by any or such owners and if any of them, their heirs, successors or assigns shall violate or attempt to violate any of such restrictions, conditions and covenants during the period of their existence, it shall be lawful for any other person or persons owning any other in said subdivision to prosecute any other proceedings at law or in equity against the person or persons violating or attempting to violate any such equity against the person or person violating or attempting to violate an such restrictions, conditions or covenants, and either to prevent him or them from so doing or to recover damages or other relief for such violation.
21. The failure or neglect on the part of the party hereto or any owner or owners of lots in the subdivisions to demand or insist upon the observance of any of the foregoing restrictions, conditions and

- covenants and to proceed for the restraint of violation thereof shall not be deemed a waiver of such violation or operate as an estoppel to restrain continuance thereof, but any such restrictions, conditions or covenants may be enforced at any *time* notwithstanding a violation thereof may have been suffered or permitted thereon, nor shall a waiver of any such restrictions, conditions, and covenants in any particular be deemed a waiver of any default there under whether of the same or of a different nature.
22. Invalidation of any of these restrictions, conditions and covenants by judgment or other order shall in no wise affect any of the other restrictions, conditions and covenants which shall remain in full force and effect.
 23. These restrictions, conditions and covenants may be cancelled, altered or amended at any time and from time to time by the affirmative action of the owner or owners of a majority of the lots in Longview Estates Subdivision, Unit 1.
 24. From this day forth, any and all above ground storage tanks (propane, heating oil, etc.) are permitted with prior approval of the LONGVIEW HOMEOWNERS' ASSOCIATION, INC. provided, further, existing/in place storage tanks are excluded from this prohibitions.
 25. Every Lot owner shall be required to pay, on February first (1st) of each year, an annual dues as determined by the board members of Longview Homeowners' Association, INC, December first(1st) of each year, to be paid to Longview Homeowners' Association, Inc. at the address provided by the Association. The Annual dues may be increased at the Longview Homeowners' Association discretion of no more than \$50.00 per year as voted on by board members. An increase higher than \$50.00 must be voted on by the entire Homeowners' association

Pursuant to numerical paragraph 23, page 8 of the restrictions imposed upon Unit 1 of Longview Estates Subdivision, dated November 27, 1973, and of record in Deed Book 123, Page 275 in the Scott County Clerk's Office, Scott County, Kentucky (with amendments thereto of record in said Clerk's Office), the foregoing amendments to said restrictions were approved by affirmative action of the owners of a majority of the lots in Unit 1 of said subdivision taken at the meeting of the members of the Longview Homeowners association held pursuant to notice on the 20th day of September, 2003, with a quorum present and voting by separate ballots on file with the minutes of said Association .