

SHELBY COUNTY
D431 Pg 653

PARTRIDGE RUN SUBDIVISION, SECTION II
DECLARATION OF COVENANTS AND RESTRICTIONS

Partridge Run Associates, LLC, ("Developer"), 905 Main Street, Shelbyville, Kentucky 40065, is now the owner of the following lots in Partridge Run Subdivision, Section II:

BEING lots 134 through 163 inclusive, as shown on the plat of Partridge Run Subdivision, Section II, of record in Plat Cabinet 6, Slide 277, in the office of the Clerk of Shelby County, Kentucky.

For the mutual benefit of present and future owners of the lots in Partridge Run Subdivision, Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family, not to exceed two and one half stories in height and which shall contain a private garage (attached or built-in lower level).

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement (including garage) 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 concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. No fence, hedge, row of trees, shrubs, or wall of any nature may be extended toward the front or street side property line beyond the front or sidewall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. No carport shall be constructed.

(3) Building Materials/Builder Approvals.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(b) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor or builder which proposes, or is contracted with, hired or otherwise retained by any lot owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to insure the maintenance of a high quality of construction within Partridge Run Subdivision.

(c) Each house shall have a roof pitch of 7/12 or greater, unless approved in writing by Developer.

(4) Setbacks.

No structure shall be located on any lot nearer to or at a greater distance from the front lot line or the side street line than the maximum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet unless other setback lines are approved in writing by the Developer.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,400 square feet, exclusive of the garage.

(b) The ground floor area of a one and one half story house shall be a minimum of 1,000 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 800 square feet, exclusive of the garage.

(d) The total floor area of any other type house shall be a minimum of 1,600 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computing floor areas.

(6) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

(7) Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, bus, commercial vehicle, camper trailer, camping vehicle, boat or all terrain vehicle shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No vehicle mentioned above shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year, unless approved by the Developers.

(d) No automobile shall be continuously or habitually parked on any street or public right of way in Partridge Run Subdivision.

(e) Any facilities constructed for entertainment and/or recreation (e.g. swing sets, pools, gazebos) shall first have prior written approval of the Developer or successor it may designate.

(8) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. No outside animal houses shall be constructed unless approved by the Developer or successor.

(9) Landscaping; Driveways.

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front of the house and the street side and 6' from the walls around the residence and the pavement of any abutting streets. Each lot owner shall also sod any drainage swale on the lot, shall concrete the driveway within three months after completion of a single family dwelling, and shall concrete all driveway aprons from curb to sidewalk. Upon an owner's failure to comply with this paragraph, Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party of the expense incurred in so doing. Each lot owner shall cause a sidewalk to be constructed on each lot within three months after completion of a single-family dwelling. A landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Developer shall obligate, and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the lot) trees, shrubs and other planting having a current fair market value of not less than \$1,000.00. The Developer reserves the right to waive these requirements. Upon construction of a residence, each lot owner shall cause to be planted a three-inch diameter or larger tree in the front yard. All other landscaping initially planned for the lot shall be completed within thirty days after the lot owner begins occupying the single family dwelling constructed on the lot. All landscaping should be consistent and compatible with shrubs, trees, plants and other landscaping commonly used in this geographical area. No tree shall be removed from any lot without the prior written approval of Developer or any person or association to whom Developer may assign such approval right. Upon owner's failure to comply with the paragraph, Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner on demand shall reimburse the Developer or other performing party for the expense incurred in so doing and the Developer or successor shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereof, but such lien shall be subordinate to any first mortgage thereon.

(10) Mailbox; Sidewalks.

(a) The builder shall furnish the original mailbox, to be installed by builder and set in concrete upon completion of construction of a residence. The original mailbox shall be approved by the Developer and shall be a replica of other Partridge Run mailboxes. Any replacement mailbox shall conform to original specification.

(b) As an expressed condition to the purchase of any lot in Partridge Run, the purchaser agrees to construct a four-foot pedestrian sidewalk along each side of the building lot or lots in question that join a public street.

(c) The aforementioned walk shall be constructed according to the typical street section, which appears on the final plat recorded in the Shelby County clerk's Office. The construction of the walk in question shall be completed in conjunction with the construction of the single family dwelling on the lot.

(11) Utility Easement & Related Drainage.

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. The electric and telephone services for each dwelling shall be carried through underground cables which meet the utility company specifications for underground services. Overhead electrical or telephone power lines shall serve no dwelling in the subdivision. Within the utility and drainage 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 which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any lot owner that interferes, changes, obstructs or retards the flow of surface or subsurface drainage within any designated drainage easement and thusly adversely affects the overall drainage in the area, shall be directly responsible for all damages incurred by said action. The lot owner in question shall be responsible for remedying the situation to the satisfaction of the Developer or his designee. The easement area of each lot shall be maintained by the owner of the lot, except maintenance, for which a public authority or utility company is responsible.

(12) Clothes Lines; Antenna, Receivers/Transmitters and Swimming Pools.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No antenna (except for standard small television antenna, enclosed in attic) or microwave or other receivers and transmitters (including those currently called "satellite dishes" exceeding 24" in diameter) shall be erected or placed on any lot unless Developer approves its design and placement.

(c) No above ground swimming pools shall be erected or placed on any lot.

(d) All fences shall be constructed so that the finished side thereof shall face away from the lot upon which such fence is constructed. All fences are subject to prior written plan approval by Developer or successor. No wire or chain link fences are permitted in Partridge Run Subdivision.

(13) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, the Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing, and Developer or successor shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereof, but such lien shall be subordinate to any first mortgage thereon.

(14) Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody or osteopathy) shall be conducted on any lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provision hereof or of section (1), 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 the house or upon such additional period of time as may expressly agreed to in writing by Developer.

(16) Lighting.

No exterior lighting, other than ordinary incandescent bulbs of 75 watts or less shall be maintained upon any lot so that the direct rays thereof fall upon any other lot.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage for each lot shall conform to the general drainage plans for the subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

(21) Restrictions Run With Land.

Unless cancelled, altered or amended under the provision of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Partridge Run Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions except paragraphs (2) and (3) may not be amended without Developer's consent so long as Developer owns any lots in Partridge Run Subdivision. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(22) Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Partridge Run Subdivision, by the association formed under paragraph (24), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(23) Invalidation.

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

(24) Homeowners Association; Assessments.

(a) The Articles of Incorporation of PARTRIDGE RUN HOMEOWNERS ASSOCIATION, INC. (the Association) which may be amended from time to time, dated the 25th day of November, 1996, are recorded in Corporation Book A6, at page 511, in the office of the Clerk of Shelby County, Kentucky. Every owner of a lot in this section of Partridge Run Subdivision (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) 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.

(b) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or common areas, crosswalks, storm drains, basins, fences, street lights and entrances as may or may not be shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance and repair.

(c) 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.

(d) The initial assessment hereunder shall be no higher than \$100.00 per year per lot beginning January 1, 2003. After January 1, 2003, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment.

WITNESS the signature of Developer by its duly authorized officer as of the 26th day Feb., 2003.

PARTRIDGE RUN ASSOCIATES, LLC

By: [Signature]
W.A. SMITH, AUTHORIZED
MEMBER
PARTRIDGE RUN ASSOCIATES,
LLC

STATE OF KENTUCKY

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me on 26th day of February, 2003, by W.A. Smith, duly authorized member of Partridge Run Associates, LLC, to be his voluntary act and deed on behalf of said LLC, this 26th day of February, 2003.

[Signature]
Notary Public
My Commission Expires: 5/27/05

DOCUMENT NO: 237066
RECORDED ON: FEBRUARY 27, 2003 11:45:39AM
TOTAL FEES: \$24.00
COUNTY CLERK: SUE CAROLE PERRY
COUNTY: SHELBY COUNTY
DEPUTY CLERK: REGENIA COX
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