

DECLARATION OF COVENANTS AND RESTRICTIONS  
for  
PERSIMMON RIDGE ESTATE TRACTS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS IS MADE this  
18<sup>th</sup> day of May, 1993.

WITNESSETH:

WHEREAS, Persimmon Ridge Golf Course, Inc., a Kentucky corporation, (dba Persimmon Ridge Development), hereinafter referred to as developer, is the owner of certain real property in Shelby County, Kentucky, to be developed into residential estate tracts, being a part of the same property acquired by developer by deed dated July 27, 1988, of record in Deed Book 251, Page 402, in the office of the Clerk of Shelby County,

AND WHEREAS, Developer wishes to file this certain real property, hereinafter referred to as Persimmon Ridge Estate Tracts, to come under jurisdiction of the following covenants and restrictions:

1) Persimmon Ridge Estate Tracts shall be used for private single family residential purposes. The structure of the home shall have minimums as follows:

(a) The total floor area of a one story ranch house shall be a minimum of 2500 square feet.

(b) The total floor area of a two story house shall be a minimum of 2800 square feet. In addition, the ground floor area of a two story house shall be a minimum of 1500 square feet.

(c) The total floor area of any other house shall be a minimum of 2500 square feet and in a configuration acceptable to Developer.

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

(e) No structure may be erected, placed or altered on any tract until the construction plans and building specifications and a plan showing (i) the location of improvements on the tract; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); (iv) the colors of roofs, trim and other exterior surfaces; and (v) the location and size of the driveway (which shall be either asphalt or concrete) shall have been approved in writing by the Developer.



(f) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing. No tree measuring six inches or more in diameter may be removed without the written approval of Developer.

(g) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in these restrictions shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

(h) No structure shall be placed on any tract nearer to the front, side, or rear tract lines than minimum building setback lines shown on the recorded plat, if any, or such more restrictive setback requirements as shall then exist under applicable zoning regulations for single family residential zoning. Developer may vary the established building lines or permit encroachments into such areas, in its sole discretion, where not in conflict with applicable zoning regulations.

(i) Unless otherwise approved in writing by Developer, all tracts shall have at least a two car garage which (i) shall be attached to the residence it serves and (ii) shall not have a vehicle entrance facing the front yard or the rear yard of the residence it serves. Garages as structures, are subject to prior plan approval from Developer. No carpet shall be constructed on any tract.

(j) All mail and paper boxes shall be of a uniform design as determined by Developer and shall be installed in accordance with Developer's specifications.

(k) No materials or colors approved by the Developer shall be changed without the prior written approval of the Developer.

(l) Developer shall have the right to enforce the above restrictions at the sole expense of owner of the tract.

2) No noxious or offensive trade or activity (including without limitation the emission of noxious lights, noises or odors) shall be conducted on any tract, nor shall anything be done which may be or become an annoyance or nuisance to the surrounding developed property.



3) Owners of tracts bordering on golf holes of the Persimmon Ridge Golf Course, (hereinafter referred to as the golf course), shall be obligated to refrain from any actions which would detract from the playing qualities of the course. Owners of tracts adjacent to the course shall also refrain from any harassing or obnoxious activity directed at players on the course, including, yelling, directing obscenities to players or playing loud music from any source which, in the sole discretion of the owner of the Persimmon Ridge Golf Course, may cause disturbance to the play on the course.

4) No structure of a temporary character including, without limitation, an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a tract shall be permitted on any tract except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, and no such structure shall at any time be used as a residence, temporarily or permanently. Permanent barns, erected for the purpose of protecting a horse or horses kept on tract for personal use must match the style, structure and material of the residence located on the tract, and plans must be presented to Developer prior to construction to obtain written approval of design and location. In addition, barn structures must similarly comply with any and all County building codes for housing horses.

5) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any tract at any time unless housed in a garage or basement or barn, or kept in the backyard in such a manner as not to be intrusive on neighboring homes, and so as not to be visible from the golf course. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any tract (except in the garage or barn), or on any street bordering the tract. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street bordering the tract for a period in excess of twenty-four hours in any one calendar year, and not at all where general rules do not allow or permit parking.

6) No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any tract, 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 they are not kept, bred or maintained for any commercial or breeding purposes. Any pets must be kept on owner's tract or within owner's control and on a leash or other physical restraint when not on the owner's tract. In addition, any owner of an estate tract may own, keep, and maintain one horse per two acres of owned open tract. Horse must be kept in fenced area, fencing to comply with Persimmon Ridge entrance fencing. Horse must be for own personal use, and may not be used as stud, or for breeding, or for hire for stable riding, or for any other means that may be deemed commercial.

7) No outside clothes lines shall be erected or placed on any tract.



8) All owners of estate tracts shall erect fencing along the property lines of tract bordering any street. The fencing shall be erected and maintained at owner's expense and shall be in conformity with the fencing at the entrance to the Persimmon Ridge Development on Persimmon Ridge Drive. The fence shall be constructed of stone posts at the driveway entrance and four board wood along the frontage of the tract. The fence shall be painted a forest green, in compliance with the entrance fencing, and maintained by the owner. The Developer has the right, but not the obligation, to maintain the fence at owner's expense, if owner fails to do so himself. Design and color of fencing must be presented to Developer for approval of compliance prior to construction. All additional fencing on, in or around tract must similarly conform to Persimmon Ridge entrance fencing and must be presented to Developer for approval prior to construction.

9) No tennis court, permanent volleyball court, or in-ground swimming pool shall be erected on any tract unless its design and placement are approved in writing by Developer. No above ground swimming pools shall be permitted.

10) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any tract unless its design and placement are approved by Developer.

11) Each owner of a tract shall, at its 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.

12) Each owner of a tract shall keep the grass on the tract properly cut, shall keep the tract free from weeds and trash, and shall keep it otherwise neat and attractive in appearance. Should a tract owner fail to do so, the Developer may take such action as it deems appropriate in order to make the tract neat and attractive. The owner of the tract shall immediately, upon demand, reimburse Developer for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that tract and the improvements thereon in the amount of his expense and interest, to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

13) If all or any portion of a residence or other structure is damaged or destroyed by fire or other casualty, then the 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. Alternatively, the tract owner shall completely raze the residence and sod or seed the entire tract until such time as construction of a new residence or structure is begun.



14) Not trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted on any tract, nor shall anything be done thereon which may become an annoyance or nuisance to bordering homes or the Persimmon Ridge Golf Course. Notwithstanding the provisions hereof, 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 eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

15) No sign for advertising or for any other purpose shall be displayed on any tract or on a building or a structure on any tract except two signs (one located in the front yard and one located in the rear yard) for advertising the sale thereof, each of which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (a) erect larger signs when advertising the Property, (b) place signs on tracts designating the tract number, and (c) following the sale of a tract, place signs on such tract indicating the name of the purchaser of that tract. This restriction shall not prohibit placement of occupant name signs and tract number as allowed by applicable zoning regulations.

16) Drainage of each tract shall conform to the general drainage plans of Developer for the property.

17) Upon approval of construction plans for single family dwelling, every tract owner shall proceed timely with the construction of the residence, and once construction has begun, have construction completed within twelve months. This applies also to construction of a barn or barns for horses approved for tract.

18) Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground throughout the length of service line from the utility company's point of delivery to the customer's building, and the cost of installation and maintenance thereof shall be borne by the respective tract owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting tracts or properties to install, operate, and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or tract owner without the express written consent of the utility company or the telephone company.



19) Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the tract, the utility companies providing utility services to the tract are granted the right to make further extensions of its lines from all overhead and underground distribution lines.

20) Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer, 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. 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.

21) The Persimmon Ridge Homeowners' Association, Inc. shall have the right, but not the obligation, to annex any and/or all tracts of the Persimmon Ridge Estate tracts, at any time it deems appropriate to do so. If and when so annexation occurs, tracts shall also comply with any provisions as set forth by the Persimmon Ridge Homeowners' Association. Covenants and restrictions for Persimmon Ridge Estate Tracts shall always take precedence for the single family residences and other structures located on the tracts over covenants and restrictions for other single family residences that are also members of the Association. At time of annexation, owners of estate tracts shall comply and pay to the Persimmon Ridge Homeowners' Association any and all fees comparable to those charged for other members of the Association.

22) 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 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 tracts subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part.



23) The Developer shall not be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in its official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless the Developer, its respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amount of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding whether civil, criminal, administrative or other.

24) Nothing herein shall limit application of any zoning regulation or any ordinance and where such regulation or ordinance conflicts with this Declaration, the more restrictive shall prevail. No approval given by Developer shall be deemed a representation by Developer that the matter approved complies with any law, ordinance or regulation of any governmental entity having jurisdiction.

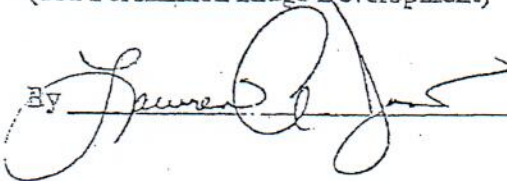
NOW THEREFORE, DEVELOPER declares the following property which is located in Shelby County, Kentucky, to be subject only to the above mentioned Declaration of Covenants and Restrictions. Said property is more specifically described as follows:

BEING LOTS 53-57 inclusive, which lots constitute all of the Persimmon Ridge Estate Tracts as shown on the plat of Persimmon Ridge Development Estate Tracts, of record in Plat Cabinet 3, Slide 80A, in the Office of the Clerk of Shelby County, Kentucky.

BEING PART OF THE SAME PROPERTY acquired by the Developer by deed dated July 27, 1988, of record in Deed Book 251, Page 402, in said Clerk's office.

WITNESS the signature of Developer by its duly authorized officer, this 18<sup>th</sup> day of May, 1993.

PERSIMMON RIDGE GOLF COURSE, INC.  
a Kentucky corporation  
(dba Persimmon Ridge Development)

By 



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STATE OF KENTUCKY

COUNTY OF SHELBY

The foregoing instrument was acknowledged before me on May 18, 1993, by Lauren A. Just, an officer of Persimmon Ridge Golf Course, Inc., a Kentucky corporation, on behalf of the corporation.

Barbara C. Gordon  
Notary Public, State of Tennessee

My Commission Expires: 1-2-94

RECORDED BY \_\_\_\_\_ CLERK \_\_\_\_\_  
TVA/BAD  
I HAVE RECORDED THIS  
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SUE CAROL PERRY  
SHELBY COUNTY CLERK  
BY \_\_\_\_\_ D.C.