

**Summary of Public Records filed at the Scott County Clerk's Office  
These are the official records for Victoria Estates Covenants, Property  
Description and Supplemental Declarations.**

**Table of Contents-**

File record = **mc 8 pages 651 to 654**

**Declaration of Covenants, Conditions, and Restrictions for Victoria Estates -**

File record = **mc 8 pages 655 to 695**

1. **Exhibit "A"** - property description of land deeded on August 21, 1992.  
File record = **mc 8 pages 696 to 699**
2. **Exhibit "B"** - property description of land deeded on August 21, 1992.  
File record = **mc 8 pages 700 to 703**
3. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated October 17, 1996. File record = **mc 10 pages 395 to 396**
4. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated November 13, 1997. File record = **mc 12 pages 319 to 320**
5. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated May 15, 1998. File record = **mc 13 pages 62 to 63**
6. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated September 2, 1998. **Includes Bold Bidder Architectural changes.** File record = **mc 13 pages 438 to 439**
7. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated December 15, 1999. File record = **mc 15 pages 593 to 594**
8. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated May 31, 2000. File record = **mc 16 pages 342 to 345**
9. **First Amendment** to Declaration of Covenants, Conditions and Restrictions for Victoria Estates dated November 10, 2000. **Declarant adds Article X, Section 11, excluded from paying assessments.** File record = **mc 17 pages 53 to 56**
10. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated January 23, 2001. File record = **mc 17 pages 327 to 330**
11. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated March 22, 2002. **Declarant changed to Jack E. Ruth, II.** File record = **mc 19 pages 250 to 253**
12. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated May 19, 2004. File record = **mc 22 pages 451 to 454**

**Summary of Public Records filed at the Scott County Clerk's Office  
These are the official records for Victoria Estates Covenants, Property  
Description and Supplemental Declarations.**

13. **Second Amendment** to Declaration of Covenants, Conditions, and Restrictions for Victoria Estates dated May 9, 2007. **Amends Article III Section 2(a) and Article XIII Section 2.** File record = **mc 27 pages 663 to 667**
14. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated October 31, 2007. File record = **mc 28 pages 538 to 541**
15. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated April 22, 2008. File record = **mc 29 pages 436 to 439**
16. **Supplemental Declaration** of Covenants, Conditions and Restrictions for Victoria Estates dated April 10, 2012. File record = **mc 35 pages 70 to 73**
17. **Third Amendment** to Declaration of Covenants, Conditions, and Restrictions for Victoria Estates dated December 9, 2014. **Amends Article III Section 2(b), extending Class "B" Control Period to 01/01/2020.**  
File record = **mc 40 pages 753 to 756**

**NOTE** - Any notations in **red** or highlights on the following files are for informational purposes, and may not be reflected on the original record filings.

**Table of Contents**

	Page
I. DEFINITIONS	1
1. Annual Assessment.....	1
2. Area of Common Responsibility.....	1
3. Article of Incorporation; Articles.....	2
4. Association.....	2
5. By-Laws.....	2
6. Class “B” Control Period.....	2
7. Common Area.....	2
8. Common Expenses.....	2
9. Community-Wide Standard.....	2
10. Declarant.....	2
11. Initial Development Moratorium.....	3
12. Lot.....	3
13. Member.....	3
14. Mortgage.....	3
15. Mortgagee.....	3
16. Mortgagor.....	3
17. Owner.....	3
18. Person.....	3
19. Private Sanitary Sewer System.....	3
20. Properties.....	3
21. Sewer Assessment.....	4
22. Special Assessment.....	4
23. Supplemental Declaration.....	4
II. PROPERTY RIGHTS	4
III. MEMBERSHIP AND VOTING RIGHTS	4
1. Membership.....	4
2. Voting.....	5
IV. EASEMENTS, PROPERTY RIGHTS, AND MAINTENANCE	6
1. Members’ Easements of Use and Enjoyment.....	6
2. Association’s Responsibility.....	7
3. Owner’s Responsibility.....	8
V. INSURANCE AND CASUALTY LOSSES	8
1. Insurance.....	8
2. Individual Insurance.....	10

3.	Damage and Destruction.....	11
4.	Disbursement of Proceeds.....	12
5.	Repair and Reconstruction.....	12

		Page
VI.	NO PARTITION	12
VII.	CONDEMNATION	12
VIII.	ANNEXATION OF ADDITIONAL PROPERTY	13
	1. Annexation Without Approval of Class “A” Membership.....	13
	2. Annexation With Approval of Class “A” Membership.....	14
	3. Acquisition of Additional Common Area.....	14
	4. Amendment.....	14
IX.	RIGHTS AND OBLIGATION OF THE ASSOCIATION	14
	1. Common Area.....	14
	2. Leasing of the Common Area by the Association.....	15
	3. Personal Property and Real Property for Common Use.....	15
	4. Rules and Regulations.....	15
	5. Implied Rights.....	15
	6. Duties.....	15
X.	ASSESSMENTS	16
	1. Creation of Assessments.....	16
	2. Computation of Assessments.....	18
	3. Special Assessments.....	19
	4. Lien for Assessments.....	19
	5. Capital Budget and Contribution.....	19
	6. Date of Commencement of Assessments.....	20
	7. Initial Development <b>Moratorium</b> .....	20
	8. Subordination of the Lien to First Mortgages.....	20
	9. Capitalization of Association.....	21
	10. Exempt Property.....	21
	<b>11. Declarant Assessment Obligation</b> .....	<b>21</b>
XI.	ARCHITECTURAL STANDARDS	21
	1. New Construction Committee.....	21
	2. Modifications Committee.....	22
	3. Minimum Architectural Standards.....	22
	4. No Waiver of Future Approvals.....	24
	5. Variance.....	24
XII.	USE RESTRICTIONS	24

	Page
1. Signs.....	24
2. Parking and Garages.....	25
3. Occupants Bound.....	25
4. Animals and Pets.....	25
5. Nuisance.....	25
6. Unsightly and Unkempt Conditions.....	26
7. Antennas.....	26
8. Clotheslines, Garbage Cans, Tanks, Etc.....	26
9. Subdivision of Unit.....	26
10. Firearms and Weapons.....	26
11. Pools.....	26
12. Irrigation.....	27
13. Tents, Trailers and Temporary Structures.....	27
14. Drainage and Sanitary Sewage Systems.....	27
15. Tree Removal.....	27
16. Sight Distance at Intersections.....	27
17. Air Conditioning Units.....	27
18. Lighting.....	27
19. Artificial Vegetation, Exterior Sculpture, and Similar Items.....	28
20. Mailboxes.....	28
21. Energy Conservation Equipment.....	28
22. Leasing of Lots.....	28
23. Lakes and Water Bodies.....	29
24. Parks.....	29
25. Fences.....	29
26. Business Use.....	29
27. Docks.....	30
28. Gardens.....	30
29. Driveways.....	30
30. Lake Usage.....	30
31. Drilling.....	30
32. Dumping.....	31
33. Non-licensed vehicle operation .....	31
XIII. SANITARY SEWAGE DISPOSAL.....	31
1. Establishment of Sewage Disposal System.....	31
2. Connection to System and Sewage Assessment.....	31
3. Commencement of Sewer Assessment.....	31
4. Computation of Assessment.....	31
XIV. GENERAL PROVISIONS.....	34
1. Term.....	34
2. Amendment.....	35
3. Indemnification.....	35

4.	Easements of Encroachment.....	36
5.	Easements for Utilities, Etc.....	36
6.	Severability.....	37

7.	Right of Entry.....	37
8.	Perpetuities.....	37
9.	Litigation.....	37
10.	Use of the Words “Victoria Estates”.....	37
11.	Agricultural Use of Properties Surrounding Victoria Estates.....	37

XV. MORTGAGEE PROVISIONS 38

1.	Notices of Action.....	38
2.	Special FHLMC Provisions.....	38
3.	No Priority.....	39
4.	Notice to Association.....	39
5.	Amendment by Board.....	39
6.	Applicability of Article XIV.....	40
7.	Failure of Mortgagee to Respond.....	40

XVI. DECLARANT’S RIGHTS 40



# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

## FOR

### VICTORIA ESTATES

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 19<sup>th</sup> day of April, 1995, by EAST KENTUCKY PAVING CORP., a Kentucky corporation, (hereinafter referred to as “Declarant”);

Declarant is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such properties as are now or hereafter subjected to the Declaration;

Declarant hereby declares that all of the property described in Exhibit “A” and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration as defined herein is conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Kentucky Horizontal Property Law, Kentucky Revised Statutes, Section 381.805, et seq.

#### Article I

#### Definitions

Section 1. “Annual Assessment” shall mean and refer to assessments levied annually against all Lots in the Properties to fund Common Expenses, as more particularly described in Article X, Sections 1 and 2.

Section 2. “Area of Common Responsibility” shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration become the responsibility of the Association. The office of any property manager employed by or contracting with Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of common Responsibility.



Section 3. “Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of Victoria Estates Homeowners Association, Inc., as filed with the Secretary of the State of the State of Kentucky.

Section 4. “Association” shall mean and refer to Victoria Estates Homeowners Association, Inc., a Kentucky nonprofit Corporation, its successors or assigns. The “Board of Directors” or “Board” shall be the elected body having its normal meaning under Kentucky Corporate law.

Section 5. “By-Laws” shall mean and refer to the By-Laws of Victoria Estates Homeowners Association, Inc., attached hereto as Exhibit “C” and incorporated herein by reference, as they may be amended from time to time.

Section 6. “Class “B” Control Period” shall mean and refer to the period of time during which the Declarant, as the Class “B” Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Articles III, Section 2 (b), of the Declaration, and Article III, Section 2 of the By-Laws.

Section 7. “Common Area” shall mean all real and personal property, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

Section 8. “Common Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 9. “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors, and the New Construction Committee (NCC), and the Modification Committee (MC).

Section 10. “Declarant” shall mean and refer to East Kentucky Paving Corporation Inc., a Kentucky corporation, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits “A” or “B” for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 11. “Initial Development Moratorium” shall mean that two (2) year period immediately following the filing of this original Declaration of Covenants, Conditions, and Restrictions for Victoria Estates in the office of the Scott County Clerk, during which period the annual assessments specified under Article X herein are accorded special treatment.

Section 12. “Lot” shall mean a portion of the Properties, whether developed or undeveloped, intended for a single family residence, and shall, unless otherwise specified, include within its meaning single-family detached houses on separately platted parcels of land, as well as vacant land intended for development as such, all as may be developed, used; and defined as herein provided or as provided in Supplemental Declarations covering all or a part of Properties. The term shall include all portions of the lot owned including any structure thereon.

Section 13 “Member” shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 14 “Mortgage” shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 15 “Mortgagee” shall mean and refer to a beneficiary or holder of a mortgage.

Section 16 “Mortgagor” shall mean and refer to any person who gives a mortgage.

Section 17 “Owner” shall mean and refer to one (1) or more Persons who hold the record title to any Lot, which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 18 “Person” means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 19 “Private Sanitary Sewer System” shall mean and refer to the sanitary sewage treatment and disposal system installed by the Declarant and such additional property as may be annexed as provided in this Declaration and subject to Supplemental Declaration, all of which is sometimes referred to as Victoria Estates.

Section 20 “Properties” shall mean and refer to the real property described in Exhibit “A” attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration. The Properties are sometimes referred to herein as Victoria Estates.

Section 21 “Sewer Assessment” shall mean and refer to assessments levied against all lots for the operation, maintenance, repair and upgrade of the private sanitary sewage system installed by Declarant to service Victoria Estates.

Section 22 “Special Assessment” shall mean and refer to assessment levied in accordance with Article X, Section 3 of this Declaration.

Section 23 “Supplemental Declaration” shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Article II  
Property Rights

Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invites, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee of the lot.

So long as Declarant has an option to annex additional property under Article VIII, Section 1, Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Victoria Estates desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Victoria Estates.

Article III  
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

- (a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member if any.

Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot.

In any situation where a member is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be \* **suspended if more than one (1) Person seeks to exercise it.**

- (b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" member shall be **entitled**, in its sole discretion, to appoint members of the Board of Directors during the Class "B" Control Period, subject only to Article III, Section 6, of the By-Laws. w For a period of one (1) year after the date of termination of the Class "B" Control Period, the Declarant shall have the right to disapprove all actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership, upon the earlier of;

- (i) when seventy-five (75%) percent of the Lots permitted by applicable zoning for the property described in Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale:

**\* Second Amendment to Covenants dated 05/09/2007 supersedes highlighted area.**

(ii) \*\* January 1, 2015; or

(iii) when, in its absolute and sole discretion, the Class “B” Member so determines.

Notwithstanding any provision to the contrary contained in this Declaration or the By-Laws, during the Class “B” Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class “B” Member.

Article IV  
Easements, Property Rights and Maintenance

Section 1. Members’ Easements of Use and Enjoyment. Every member shall have a right and easements for the reasonable use and enjoyment of the streets (which includes the right of ingress and egress) and the park, if any, and the lake areas designated on the Declaration, any amendments and/or supplements thereto, and any rules and regulations promulgated by the Association governing the exercise of such rights and easements; and, such easements shall be appurtenant to and pass with the title to every Lot. Every member shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with said member, his non-commercial guests and invites, and to such other persons as may be permitted by the Declarant and/or Associates. The rights and easements of used and enjoyment created by this section shall be subject to:

- (a) The right of the Declarant (or the Association, at such time as the Association shall be the record Owner of the same) to borrow money for the purpose of acquiring, improving, and maintaining the designated streets, rights of way, park, if any, and lake areas, and dam, and to maintain and/or execute a mortgage or mortgages on each of the said areas as security for such loan(s);
- (b) The right of the Declarant and/or Association to take such steps and are reasonably necessary to protect any such areas against foreclosure;
- (c) The right of the Declarant (so long as it shall retain legal title thereto) to transfer any part or all of then common areas to any public or governmental entity which is authorized by law and willing to assume the responsibilities for the ownership, care and maintenance of the same;

**\*\* Third Amendment to Covenants dated 12/09/14 expanded date 5 years to 01/01/2020.**

- (d) The right of the Association to dedicate or transfer such part or all of the common areas to which it may have received legal title to any public or governmental entity or other entity authorized by law and willing to assume the duties and responsibilities of the Association with regard thereto, subject, however, to such conditions as may be imposed by the member; provided, however, that no such dedication or transfer shall be effective unless a recordable instrument signed by members entitled to cast fifty-one (51%) percent of the votes of the membership has been executed, agreeing to the terms of the dedication or transfer, and provided further that written notice of the proposed dedication or transfer is mailed to every member at least sixty (60) days in advance of obtaining any member's signature to such an instrument; and,
- (e) All other provisions of this Declaration, as the same may be hereafter amended and/or supplemented.

The grant of rights to use of the lake or any other common areas, as herein set forth shall not be construed to grant any rights with regard to, any undeveloped or developed land owned by Declarant, for the purpose, and any unauthorized presence on such land shall be deemed a trespass thereon.

Any provisions of this Declaration to the contrary notwithstanding, neither the Declarant nor the Association shall enter into any agreement or effect any conveyance or mortgage, which shall prevent the reasonable use of the streets, or impede the use of any designated lake and park, if any, areas, by the members, or other authorized persons, except for such temporary periods as may be necessary for utility or road installation, paving, repair or maintenance, and then in such a manner as to minimize description of the reasonable use thereof by all authorized persons.

Section 2. Association's Responsibilities. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be **funded** as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, repair and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Areas, including private roads and walkway paths; landscaping and maintenance of medians, utility strips and gutters of any public roads within or adjacent to the Properties; street lights, lamp posts, entry features, and irrigation/ drainage system for the Properties, if any, whether or not located on Common Areas; and any power, gas, and water and sewage lines and facilities owned by the Association. The Association may also be responsible for the maintenance of and/or the

code of maintaining any water lines installed beneath private streets. Maintenance may also include such portions of any additional property included by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

The Association may maintain property, which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 3. Owner's Responsibility. Each Owner shall maintain his or her Lot, all structures on the Lot, sewer lines and equipment, parking areas, fences and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with Article X, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Article V  
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association its Officers and Directors, and its members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment, as defined in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Kentucky which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.
- (b) All policies on the Common Area shall be for the benefit of the Association, its Officers and Directors, and its Members.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- (e) All casualty insurance policies shall have an inflation guard endorsement with an annual review by one or more qualified persons, at least one of who must be in the real estate industry and familiar with construction in the Scott County, Kentucky, area.
- (f) The Association's Board of Director shall be required to make every reasonable effort to secure insurance policies that will provide for the following:



- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the actions of any one or more individual Owners;
- (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any owner, or Mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and
- (vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, **worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage**, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Lots, plus reserves on hand.. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. **Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting **in less** than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct

the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction, which is not covered by insurance proceeds. In the event that the structure is totally destroyed substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

- (a) Immediately after damage or destruction by fire or other casualty to all or part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.
- (b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.
- (c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.
- (d) Provided however, unless and until the Declarant and/or the Association shall terminate the Private Sanitary Sewer System and the provision for private sanitary sewer service has been converted to a system approved and adopted by the Board and approval by the necessary regulatory

authorities, the Association may not vote to suspend, terminate, or elect not to repair or reconstruct the private sanitary sewer system nor suspend, abate, or terminate the sewer assessments that support the private sanitary sewer system except as may otherwise be authorized herein.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Owners allocated on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following completion of any repair or reconstruction.

#### Article VI No Partition

Except as is permitted in the Declaration of amendments hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

#### Article VII Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of Condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long

as the Declarant owns any property described on Exhibits “A” or “B”) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits “A” or “B” of this Declaration, and Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available **therefore**, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage of destruction, which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

#### Article VIII Annexation of Additional Property

Section 1. Annexation Without Approval of Class “A” Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit “B” has been subjected to the Declaration or January 1, 2015, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit “B”, attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the public records of Scott County, Kentucky, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits “A” or “B: and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class “A” Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit “B”, and following the expiration of the right in Section 1, any property described on Exhibit “B”, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the public records of Scott County, Kentucky, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purposed of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits “A” or “B” which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits “A” or “B” hereof.

## Article IX

### Rights, Obligations and Duties of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusion management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Leasing of Common Area by the Association. The Association, through action of its board of Directors, may permit portions of the common Area owned by the Association to be leased to Members and nonmembers, but such leased property shall only be used for recreational or agricultural purposes and/or the raising, grazing, and sheltering of horses and/or cattle. All income derived from leasing the Common Area shall be used to defray the cost of maintaining the Common Areas and operation the Association.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 4. Rules and Regulations. The Association, through its board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county ordinances and may permit the County of Scott to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right of privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonable necessary to effectuate any such right or privilege to maintain community wide standards and promote the harmonious use of the property between owners, Declarant and neighbors.

Section 6. Duties. The Association shall in all reasonable ways act to promote the health, safety and welfare of the Owners, which duties shall include, without limitation:

- (a) Enforcement of the provisions of this Declaration;
- (b) Procurement, maintenance, repair or replacement of the streets right of way, dam, dam service areas, and designed lake, park, if any, and any other common areas, access control (guard) buildings and equipment,

security vehicles, boats and other security equipment and devices; maintenance and snow removal equipment, including (without limitation) tractors, mowers, mowing attachments, scraper blades, tools, etc.; and, any sanitary sewer lines (at such time as any shall be owned by or become the responsibility of the Association), street signs, street lights, and storm sewer lines, if any, ditches, culverts, etc., which may be located along, under, within or upon the streets and rights of way, or which are used in common by the Owners;

- (c) Snow removal from the streets;
- (d) Procurement of fire hydrants and payment of all rental fees therefore;
- (e) Construction, maintenance and repair of shelters for school children awaiting pick up by school buses, and/or to provide for such busing;
- (f) Payment of all taxes and special assessments levied by any governmental taxing authority on the streets, rights of way, dam, and designated lake, park, if any, or any other common areas; and,
- (g) Procurement of liability insurance policies covering use of the streets, rights of ways, dam, and designated lake, park, if any, or any other common areas.

#### Article X Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be two (2) types of assessments: (a) Annual Assessments to fund Common Expenses for the benefit of all members of the Association; and (b) Special Assessments as described in Section 3 below.

All assessments except for Special Assessments levied against a particular owner to reimburse the Association for expenses incurred on such Owner's behalf as provided in Section 3 below, shall be levied equally on all Lots. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Kentucky law as computed from the date the delinquency first occurs, reasonable late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, reasonable late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments, which accrued prior to such acquisition of the title.

The Association shall, within five (5) days of receiving a written request **therefore**, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Annual Assessment for delinquents. Unless the Board otherwise provides, the Assessment shall be paid in monthly installments. Any installment which remains unpaid for ten (10) days after the due date shall be subject to a ten (10%) percent late charge payable with the then due assessment installment. Any installment which remains unpaid for thirty (30) days past the due date, shall be deemed delinquent, and the Association, without notice or demand, may take any and all action authorized herein to collect said delinquency. The failure of the Association to exercise any rights in the event of a delinquency shall not be deemed a waiver of its rights to take any action authorized herein in the event of other or future delinquency.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are



the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the following shall apply: pursuant to Section 7 below, on all Lots subject to this Declaration as of the first day of any fiscal year, the Declarant shall have the option of paying regular assessments on its unsold Lots or paying to the Association the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by “in kind” contributions of service or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for “in kind” contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimate Common Expenses of the Association during the coming year. The budget shall include a capitol contribution establishing a reserve fund in accordance with a capitol budget separately prepared. The Annual Assessment to be levied against each Lot subject to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Lots subject to the Declaration and any applicable Supplemental Declaration as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expenses budget and notice of the amount of Assessment to be levied against each Lot of the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by the vote of the total Class “A” in the Association, and by the vote of the Class “B” Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members or their alternates representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment against any member to reimburse the Association for costs incurred in bringing a Member and his Lot into compliance with the provisions of the Declaration, and amendments thereto, to Articles, the By-Laws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget to take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The

capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and notice of Annual Assessments, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the date on which a deed is delivered to an Owner, and to each future owner of any Lot. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

Section 7. Initial Development Moratorium. Provided however, notwithstanding the date of commencement of assessments in the preceding paragraph, there shall be no annual assessment to fund common expenses during the twenty-four (24) months immediately following the filing of the original Declaration of Covenants, Conditions, and Restrictions for Victoria Estates in the office of the Scott County Clerk. This moratorium on assessments shall not apply to the levy of Special Assessments or to the Capitalization of the Association as defined herein, and no moratorium will exist after that twenty-four (24) month period defined above.

On the first day of the month immediately following the expiration of the initial development moratorium all owners then subject to assessment herein shall pay the first installment of the annual assessment as provided herein. Said installments shall be made payable to the "Victoria Estates Homeowners Association" and mailed or delivered by the Board of Directors of said Association.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Kentucky law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot, which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association. Upon acquisition of record title to a Lot by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount of ONE HUNDRED FIFTY DOLLARS (\$150.00). This amount shall be deposited into the regular purchase and sales account (common expenses) and disbursed there from by the Association for use to cover operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area shall be exempt from payment of the Annual Assessment and Special Assessments.

**\* Section 11. Declarant Assessment Obligation**

Article XI  
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs, or the building, or placement of outbuildings shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures. Copies shall be available from the New Construction Committee for review. The guidelines and procedure shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the guidelines and procedures. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operation strictly in accordance therewith.

Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3),

**\* First amendment to Covenants dated 11/10/2000, excludes Declarant of any assessment obligation.**

but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee. The Board of Directors may appoint a Modifications Committee (“MC”) to have exclusive jurisdiction over modifications, additions, or alternations made on or to existing Lots or structures on Lots. The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the guidelines and procedures of the NCC. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with an originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Home, or to paint the interior of his Home any color desired. In the event that MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

The MC, if established, shall be comprised of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors.

Section 3. Minimum Architectural Standards. Any residence constructed upon any lot shall comply with following minimum architectural standards, which standards the NCC shall adopt as a part of its design and development guidelines:

1 floor structures shall have a minimum living area, exclusive of porches, open decks, basements, attics, and garages of 2000 square feet measured exterior to exterior.

2 story structures shall have a minimum living area, exclusive of porches, open decks, basements, attics, and garages of 2000 square feet measured exterior to exterior, provided however, the first floor must have minimum of 1000 square feet.

The NCC may approve other types of design such as, but not limited to, split-level or split foyer; provided the living area is substantially similar to the requirements specified above with a minimum of 1400 square feet on first floor.

The location of the residence upon any lot shall be approved by the NCC.

There shall be no modular or mobile homes built or located upon any lot.

There shall be no exposed block or poured concrete on the exterior of any residence and/or other improvements or structures, without prior approval of NCC.

All construction material used will meet or exceed the applicable building codes and regulations of Georgetown- Scott County.

All driveways shall be finished with pavement of concrete, asphalt, or such other hard aggregate surface as may be approved by the NCC in advance, and shall be completed prior to the **occupancy** of any residence thereon.

A residential building shall not be constructed or permitted to remain upon any lot unless the same shall have an attached two or more car garage. [“Attached” being defined as a contiguous and integral part of the main dwelling.] There shall be no carports attached or unattached.

No residential building or other structure shall be constructed or permitted to remain upon any lot unless the same shall be constructed of wood, brick, stone, or other material and in such ratios of composition as may be approved or directed by the guidelines of the NCC.

All plans submitted to the NCC for original construction of a residence upon any lot shall include a landscape plan. Said landscape plan shall include a description of all final grading, seeding and plantings. All landscaping plans shall include interior lot plantings or other decorative landscaping structures in an amount or cost which shall not be less than 2.5% of the cost of the residence built thereon, as calculated from the cost estimates on the building permit.

All landscaping shall be installed prior to the occupancy of any residence, except that legitimate weather/seasonal variances of this requirement may be granted by the NCC upon request by any Owner.

All plans submitted to the NCC for original construction of a structure upon any lot shall include a description or plan of erosion control during the period of construction which plan

shall be designed to prevent the run off of dirt, mud, or other construction related debris on to any adjoining lot, right of way or lake.

Section 4. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations **require**, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to comply with the terms of any financing shall not be considered a hardship warranting a variance.

## Article XII. Use Restrictions

The Properties shall be used only for residential, and corresponding recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association) as may more particularly be set forth in this Declaration.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Class "A" votes in the Association and by the consent of the Class "B" member, so long as such membership shall exist.

Section 1. Signs. No sign of any kind, including signs advertising a lot "for sale," shall be erected within the Properties without the written consent of the New Construction Committee. The Board of Directors shall have the right to erect signs as it, in

its discretion, deems appropriate.

Section 2. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Lots or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No parking shall be permitted on any street, except temporarily for social gatherings or other functions held on a Lot as may be approved by the Board. Commercial vehicles, tractors, motor homes, recreational vehicles, trailers (either with or without wheels), camper trailers, horse trailers, boats and other watercraft, and boat trailers shall be parked only in an enclosed garage on the Lot or in such other areas as may be designated by the Board. No semi-tractor or semi-tractor and trailer shall be parked on any street except with the expressed permission of the Board or its designate.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invites of any Lot.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, other usual and common household pets, not to exceed a total of two (2) may be kept by each Lot owner. Those animals which are permitted to roam free, or in the sole discretion of the Association endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No animals shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Lot be confined on a leash, held by and under the physical control of a responsible person.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause, any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as



may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of a lot which is not enclosed in an approved structure. This section shall require each Lot owner to keep their Lot mowed and clear of weeds and debris.

Section 7. Antennas. No antenna shall be constructed upon any portion of a lot other than for the purpose of television signal reception. No television antenna shall be constructed or allowed to remain on any lot which is not connected to the primary residence thereon nor shall said antenna extend more than six (6) feet above the roof line. No satellite dish larger than eighteen (18) inches shall be permitted or located upon any lot, and shall not be permitted in the front yard of any lot.

Section 8. Clothes lines, Garbage Cans, Tanks, Etc. No clotheslines, above-ground tanks, chain link enclosures, or other similar items shall be placed, allowed or maintained upon any portion of the Properties, including any Lot, without prior written approval of the Board of Directors of the Association. All garbage cans shall be located or screened so as to be concealed from view of other Lots, streets, and property located adjacent to the Lot, except that garbage cans may be placed at curbside on days designated for trash pick-up for that particular Lot. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Unit. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to re-plat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replanting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Firearms/ Weapons. The discharge of firearms or other weapons on the properties within is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and this section also applies to bows, cross-bows and other projectile weapons.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface operated within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Declarant. All sprinkler and irrigation wells are prohibited on the Properties. Provided however, this restriction shall not apply to Declarant's use of the lake or creek water for irrigation on any of the properties described on Exhibit "A" and "B" attached hereto.

Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the NCC during initial construction within the Properties, no tent, utility shed, shack, trailer, mobile home or other structure shall be placed upon a Lot or any part of the Properties. This restriction does not apply to permanent outbuildings constructed on Lots with the approval of either the NCC or the MC.

Section 14. Drainage and Sanitary Sewage Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swells, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow, so long as it meets good engineering standards and does not materially affect the building area of any lot or any improvement thereon.

Section 15. Tree Removal. Except as may be permitted by the NCC during initial construction within the Properties, no trees shall be removed, except for diseased or dead trees and trees reasonably needing to be removed to promote the growth of other trees or for safety reasons.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Air Conditioning Units. No window air conditioning units may be installed on any lots without prior written consent of the Board.

Section 18. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration, and except for the above defined Christmas season no flashing or blinking lights may be displayed on any lot, regardless of whether said lights are

interior or exterior. All Christmas light must be removed from the exterior of any structure by January 10.

Section 19. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flagpoles, flags and similar items must be approved in accordance with Article XI of this Declaration.

Section 20. Mailbox. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant or the MC or the NCC.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 22. Leasing of Lots.

- (a) Definition. “Leasing”, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) General. Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated on any Lot. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 (ten) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.
- (c) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 23. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties shall be regulated by the Association through the Board of Directors. Swimming, fishing, and boating at one's own risk are permitted on the lake subject to the rules and regulations promulgated by the Board, this Declaration and the By-Laws. No boat is permitted to create a wake, which is injurious to the shoreline surrounding any navigable water within the Properties noise. The Association, through its Board of Directors, may further regulate boating as it so desires. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers or streams within the Properties. Provided however, there shall be no houseboats or any boats in excess of eighteen (18') feet on the lake and no boat shall be propelled by any engine or motor other than electric trolling type motors, except for boats maintained by the Association or Declarant for official use.

Section 24. Parks. Any park or other areas or equipment made available by the Association for use of Owners, occupants and their guests, if any, shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 25. Fences. Fences may be permitted as part of any pre-designed and approved construction plan for Lots, and, thereafter, as may be permitted by the MC in accordance with Article XI of the Declaration. No paddocks, dog runs, animal pens or other similar type of fencing of any kind shall be permitted on any Lot except as approved in accordance with Article XI of this Declaration. No chain link fences shall be permitted on any Lot. No fence shall be any closer than twenty-five (25) feet from the lake front, where applicable.

Section 26. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities on the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous, offensive or illegal use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, general accepted meanings, and shall include, without limitation, any

occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required **therefore**. Notwithstanding the above, the leasing of Lot in accordance with Section 23 of this Article shall not be considered a trade or business within the meeting of this section.

Section 27. Docks. Docks shall be constructed of natural wood only and shall be unpainted. Docks shall not exceed 12' x 12' and shall have no railing or diving apparatus. Access to docks shall be natural wood only and shall be unpainted. Only Declarant approved flotation block shall be used for dock construction and no barrel or other unapproved flotation material may be used. All docks are to be completely flat. There shall be no rope, cable or swings within 50' of the lake. The plans and designs of all docks must be submitted to the NCC or the MC for approval, as applicable.

Section 28. Gardens. No vegetable gardens shall be grown or maintained on any lot unless located at least 15' feet away from the regular pool shore line of the lake.

Section 29. Driveways. All driveways shall be constructed of either blacktop, concrete, other aggregate material as may be approved by the NCC and must be completed prior to the occupancy of any residential dwelling unit on any Lot.

Section 30. Lake Usage. No persons other than Owners of residential Lots in the Victoria Estates development, lessee/occupants, and their non-commercial guest or invitees, and members of their families, shall be permitted access to or used of the lake through such Lot. All guests, invites, and non-resident family members using the lake or park areas must be accompanied by their Owner or lessee/occupant host, or be subject to ejection. All Owners or lessee/occupants of non-lakefront Lots subject to this Declaration, their non-commercial guests or invitees, and members of their families, shall be permitted assess to the lake only trough designated park areas, and shall not trespass on private lands, developed or undeveloped.

Section 31. Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of any Lot, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals, including coal, of any kind shall be produced or extracted there from. Further, no commercial mining or quarrying activities of any type or nature whatsoever shall be permitted on any such Lot, and there shall be no drilling of any type or nature whatsoever upon any Lot.

Section 32. Dumping. There shall be no dumping on any Lot, nor any dumping or discharge of any type or nature whatsoever into the Lake from any Lot, or Common Area, with the exception of run off rain water only. Except in cases of emergency for combating fire, or as is otherwise provided herein, no water shall be withdrawn from the lake in any manner.

Section 33. Non-Licensed vehicle operation. No go-carts, “three-wheelers”, or “off-road” vehicles of any type shall be driven or operated upon the streets or rights of way or within the designated park, if any, or other common areas.

### Article XIII Sanitary Sewage Disposal

Section 1. Establishment of Sewage Disposal System. A private sanitary sewage treatment and disposal system serving all the lots located within or to be located within Victoria Estates shall be constructed by the Declarant in accordance with the regulations of the Commonwealth of Kentucky and the local health department.

Section 2. Connection To System and Sewage Assessment. \* Each residential dwelling constructed upon any Lot which is the subject of this Declaration or any Supplemental Declaration shall be connected to and operate on and in accordance with the private sanitary sewage system and its guidelines as may from time to time be adopted by the Board of Directors of said Association, including but not limited to the payment of a sewer assessment as hereinafter specified. Each owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agrees to connect and use said private sanitary sewer system and further agrees to pay said sewer assessments.

Section 3. Commencement of Sewer Assessment. Each owner, at the time of issuance of a building permit, shall submit a copy of said building permit to the Association or its designee. On the first day of the month immediately following issuance of building permit for any lot, the sewer assessment hereinafter defined shall be immediately due and payable.

Section 4. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, and thirty (30) days prior to the meeting at which the budget shall be presented to members, to prepare a budget covering the estimated costs of operation and maintaining the sewage disposal system during the coming year. The budget shall include the establishment of three (3) separate accounts which accounts shall be established as follows:

- (a) General Operating Account. The general operating account will be the account for the general operating expenses of the sewage disposal

**\* Second Amendment to Covenants dated 05/09/07 adds additional requirements and a Sewer System Tsp-On Fee.**

system, including but not limited to those funds necessary to meet and satisfy the general overhead expenses, routine maintenance expenses for items such as mowing and maintenance of the sewage disposal facilities, (not including the mowing sewer easements on individual lots), cleaning of general system lines, (but not individual Owner's lines to connect to the sewage disposal system), utility costs, and the purchase of necessary supplies, equipment and material. This fund shall be established in a separate account to be maintained by the Board, which allows access to satisfy the general operating expenses of the sewage disposal system.

- (b) Accumulation Fund for Pumping and Capital Repairs. Said Budget shall also include the establishment and maintenance of a separate fund which shall be capitalized with regular sewer assessment by reserving a portion from each regular assessment to allow the Board to contract and pay for the pumping of the septic tanks located on each individual lot no less than every two (2) years. The contractor hired by the Board to pump the individual septic tanks shall have the right of reasonable ingress and egress on each lot for the purpose of pumping said septic tanks. This fund shall also include funds set aside for the repair and/or replacement of any equipment necessary for the successful operation of the sewage disposal system in the event said equipment breaks down or becomes inoperative. In the event this account does not contain adequate funds to repair and/or replace said equipment, then a special sewage assessment may be levied by the Board utilizing the same manner and criteria for Special Assessments to the Association as specified in Article X, Section 3, of this Declaration.

The funds deposited to this account shall not be used for purposes other than as specified above or as permitted by the Cabinet for Human Resources, Department of Health Services or the Wedco District Health Department. All withdrawals and/or disbursements under this account shall only be made after receipt of a written approval for said disbursement from either the Cabinet for Human Resources, Department of Health Services or the Wedco District Health Department.

- (c) Sinking Fund. Said budget shall include the establishment and maintenance of a separate fund which shall be capitalized by reserving a portion of each regular sewer assessment to create a sinking fund to meet the expenses for the complete replacement of the sewage disposal system as may be required by applicable regulatory authorities. Contributions to this fund shall be calculated as mandated by applicable regulatory authorities and may be adjusted for inflation as necessary.

The funds deposited to this account shall not be used for purposes other than as specified above or as permitted by the Cabinet for Human Resources, Department of Health Services or the Wedco



District Health Department. All withdrawals and/or disbursements under this account shall only be made after receipt of a written approval for said disbursement from either the Cabinet for Human Resources, Department of Health Service or the Wedco District Health Department.

- (d) When sufficient funds are accumulated in the Accumulation Fund and the Sinking Fund, such that no additional monies are needed to satisfy the purposes intended by the Accumulation Fund and the Sinking fund, then and in that event, the Board may adjust the Sewage Assessment in such a fashion to exclude all or any portion of the money to be deposited to the above referenced accounts which is no longer necessary, and may make such adjustments to the amount of said sewage assessment as may be prudent given the exclusion of these items.
- (e) All sewage assessment due hereunder, shall together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Kentucky law, as computed from the date a delinquency first occurs, reasonable late charges as established by the Board, court costs and reasonable attorney's fees shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which each assessment is made. The lien for sewer assessments set forth above shall be perfected and enforced in the same manner as the lien for Assessments set forth in Article X, Section 4.
- (f) Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Annual Assessment for delinquents. Unless the Board otherwise provides, the Assessment shall be paid in monthly installments. Any installment which remains unpaid for ten (10) days after the due date shall be subject to a ten (10%) percent late charge payable with the then due assessment installment. Any installment which remains unpaid for thirty (30) days past the due date, shall be deemed delinquent, for the Association, without notice or demand, may take and all action authorized herein to collect said delinquency. The failure of the Association to exercise any rights in the event of a delinquency shall no be deemed a waiver of its right to take any action authorized herein in the event of other or future delinquency.
- (g) Amount of Sewage Assessments. The amount of the sewage assessment established or assessed against each applicable lot shall be determined in the same manner and formula as is used by the Board for the establishment of the Annual Homeowners Association dues as specified in Article X, Section 2, with the substitution of the sums necessary for the establishment of the three (3) separate sewer related accounts in the place of the total budgeted Common Expenses in the computation specified in Article X, Section 2, herein.



Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

- (h) Duties of Association. The duties of the Association hereunder with respect to the assessments and maintenance of the sewage disposal system shall not cease or be terminated at any time in the future unless and until the sanitary sewage disposal requirements for all owners or future owners subject to this Declaration or any Supplemental Declaration, shall be connected to permanent public sewage disposal system which has accepted dedication of the system, or at such times as the Board may contract with a private sewage disposal company after approval of Fifty-One (51%) percent of the owners at a special meeting of the Association membership called for the purpose of ratifying the contract for future sewage treatment and disposal with a private company.

Any contract of the Association with a private sewage treatment/disposal company shall also be approved by the Cabinet for Human Resources, Department for Health Services, or the Wedco District Health Department.

In the event said sewage disposal system is taken over by a public agency or is contracted with a private sewage treatment/disposal company, and there remains money in the respective accounts established under this Article, the Board may transfer said money into the general operating fund of the Homeowner's Association after approval for closing said accounts is received from the appropriate regulatory authorities.

#### Article XIV General Provisions.

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restriction, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it owns property described in Exhibits "A" or "B" to this Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total votes of the Association. and the written approval of the Class "B" Member so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Scott County, Kentucky.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify and right or privilege of Declarant without the written consent of Declarant or the assignees of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is

reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion of portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Easements for Utilities. There is hereby reserved unto Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B", the Association, and the designees of each (which may include, without limitation, Scott County, Kentucky, and any utility), blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Lots for ingress and egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sanitary sewage systems, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Lots on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by the Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Scott County, Kentucky or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV,

Section 2 of this Declaration.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Lot for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition, which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request of the Board.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or void able for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation. No judicial or administrative proceeding shall be commended or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provision of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedure, necessary to institute proceedings as provided above.

Section 10. Use of the Words "Victoria Estates". No person shall use the words "Victoria Estates" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "Victoria Estates" in printed or promotional matter where such term is used solely to specify that **particular** property is located within the Victoria Estates community.

Section 11. Agricultural Use of Properties Surrounding Victoria Estates. The Association understands and acknowledges that Victoria Estates is surrounded by property, which could be used for agriculture. The Association covenants and agrees that this is an

appropriate and acceptable use of the surrounding property and will take no action in opposition to agricultural use of the surrounding property.

Article XV  
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the lot number, therefore becoming an “eligible holder”), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments of charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under this Declaration or By-Laws of the Association which is to occur within sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action, which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes

consistent with the intended use of the Common Area and/or the leasing of the Common Area pursuant to Article XI, Section 2, shall not be deemed a transfer within the meaning of this subsection);

- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (A decision, including contracts, by the Board);
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);
- (d) fail to maintain insurance, as required by this Declaration; or
- (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgages may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be **entitled** to immediate reimbursements from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice of Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Kentucky Law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

#### Article XVI Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Scott County, Kentucky. Nothing in the Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonable required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model Lots and houses and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and houses owned by the Declarant and any clubhouse or community center, which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant. The rights contained in this Article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 19th day of April, 1995.

EAST KENTUCKY PAVING CORP.,  
A Kentucky Corporation

By: \_\_\_\_\_  
J. E. Ruth, President

STATE OF KENTUCKY

COUNTY OF SCOTT

The foregoing instrument was acknowledged before me this 19th day of April, 1995, by J. E. Ruth as President of East Kentucky Paving Corp., a Kentucky corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7/6/96

Prepared By:

CANTRILL AND SIMMS

\_\_\_\_\_  
HAROLD F. SIMMS  
121 South Hamilton Street  
Georgetown, Kentucky 40324  
(502) 863-6290



## EXHIBIT " A "

A tract of land located in Scott County Kentucky within the boundaries of East Kentucky Paving located on the north side of U.S. 460 approximately 7 miles west of Georgetown, Kentucky and more particularly bounded and described as follows:

Beginning at a point which is the northwest corner of Lot 1 of Victoria Estates which bears N 09 04'03"E 5482.62 feet from the southeast corner of the property owned by East Kentucky Paving which is located in the north right-of-way line of U.S. 460 corner to St. Francis Mission to the true point of the beginning; thence with the rear Lot 1

S 63 29'22" E 182.05 feet to a point corner to Lot 2; thence

S 63 29'22" E 75.93 feet to a point; thence,

S 79 08'08" E 81.09 feet to a point corner to Lot 3; thence

S 79 08'08" E 87.59 feet to a point; thence,

S 80 52'50" E 29.45 feet to a point corner to Lot 4; thence

S 80 52'50" E 61.89 feet to a point; thence,

S 83 51'13" E 55.29 feet to a point corner to Lot 5; thence

S 83 53'14" E 90.81 feet to a point; thence,

S 88 35'39" E 27.43 feet to a point corner to Lot 6; thence

N 83 32'43" E 131.41 feet to a point corner to Lot 7; thence

N 83 32'43" E 59.34 feet to a point; thence,

N 65 59'11" E 84.76 feet to a point corner to Lot 8; thence

N 65 59'10" E 40.55 feet to a point; thence,

N 81 06'49" E 100.89 feet to a point corner to Lot 9; thence

N 70 26'24" E 107.90 feet to a point; thence,

S 85 43'28" E 21.97 feet to a point; thence,

S 71 01'45" E 31.75 feet to a point corner to Lot 10; thence

S 78 34'47" E 203.92 feet to a point corner to Lot 11; thence  
S 89 45'56" E 286.80 feet to a point corner to Lot 12; thence  
S 89 31'32" E 128.13 feet to a point; thence,  
S 86 05'11" E 134.11 feet to a point; thence,  
S 54 20'15" E 50.08 feet to a point; thence,  
S 03 23'33" W 71.62 feet to a point corner to Lot 13; thence  
S 03 23'33" W 39.73 feet to a point; thence,  
S 17 52'50" W 27.39 feet to a point; thence,  
S 30 27'15" W 40.31 feet to a point; thence,  
S 45 18'18" W 32.77 feet to a point; thence,  
S 55 46'30" W 229.11 feet to a point corner to Lot 14; thence  
S 55 47'29" W 66.48 feet to a point; thence,  
S 60 34'27" W 43.12 feet to a point; thence,  
S 80 17'02" W 29.95 feet to a point; thence,  
N 80 17'00" W 14.64 feet to a point; thence,  
S 27 08'36" E 16.38 feet to a point; thence,  
S 00 00'23" E 30.74 feet to a point; thence,  
S 29 30'34" W 24.95 feet to a point; thence,  
S 39 34'37" W 49.84 feet to a point; thence,  
S 45 50'10" W 15.26 feet to a point corner to Lot 15; thence  
S 45 50'10" W 36.52 feet to a point; thence,  
S 56 45'32" W 18.55 feet to a point; thence,  
S 69 51'43" W 22.02 feet to a point; thence,

N 86 02'43 W 56.87 feet to a point corner to Lot 16; thence  
N 78 09'13" W 142.02 feet to a point corner to Lots 17 and 24; thence  
S 18 19'33" W 65.82 feet to a point corner to Lot 25; thence  
S 55 46'16 E 35.41 feet to a point; thence,  
S 54 48'08" E 27.23 feet to a point; thence,  
S 63 15'03" E 34.40 feet to a point; thence,  
S 59 30'20" E 53.51 feet to a point; thence,  
S 51 17'23" E 18.86 feet to a point; thence,  
S 35 04'46" E 28.66 feet to a point; thence,  
S 16 51'27" E 29.71 feet to a point; thence,  
S 06 02'03" E 35.54 feet to a point; thence,  
S 01 56'22" W 23.60 feet to a point; thence,  
S 17 29'20" W 42.96 feet to a point; thence,  
S 19 29'22" W 66.80 feet to a point corner to Lot 26; thence  
S 36 06'11" W 174.93 feet to a point; thence,  
S 62 01'31" W 120.35 feet to a point corner to Lot 27; thence  
S 62 01'31" W 121.13 feet to a point; thence,  
S 78 34'17" W 82.09 feet to a point corner to Lot 28; thence  
S 78 34'17" W 42.42 feet to a point; thence,  
N 89 37'10" W 152.10 feet to a point corner to Lot 29; thence  
N 71 09'06" W 188.88 feet to a point corner to Lot 30; thence  
N 52 08'45" W 160.79 feet to a point corner to Lot 31; thence  
N 40 45'01" W 165.57 feet to a point corner to Lot 32; thence

N 30 36'32" W 148.30 feet to a point corner to Lot 33; thence

N 51 04'10" W 73.50 feet to a point; thence,

N 23 22'08" E 393.67 feet to a point in the south right-of-way of the entrance road to Phase 1; thence with said right-of-way along a curve to the right having an arc of 163.32 feet and a radius of 320.50 feet with a chord of N 73 48'54" W 161.56 feet to a point; thence

N 59 12'59" W 467.06 feet to a point, thence crossing the entrance road to Phase 1

N 27 42'37" E 41.06 feet to a point corner to Lot 1; thence

N 27 38'05 E 181.35 feet to the point of beginning.

Being a part of the same **property conveyed to East Kentucky Paving Corp. by deed dated August 21, 1992 of record in Deed Book 195 Page 822** in the Office of the Scott County Clerk.

**EXHIBIT “ B “**

A tract of land located in Scott County Kentucky west of the city of Georgetown and north of U.S. Highway 460 and more particularly and described as follows:

Beginning at a P-K nail (set) in the center of U.S. Highway 460 approximately 2700 feet east of its intersection with Galloway Road and corner to Longview Farms; thence leaving center of said road and with fence and line of Longview Farms.

N 12 46'55" E,	3808.63 feet to a steel rebar (set) at a fence post; thence,
S 86 14'37" E,	303.24 feet to a fence post; thence,
S 76 01'12" E,	476.74 feet to a fence post; thence,
S 75 55'23" E,	346.20 feet to the center of a rock fence, thence, with approximate center of rock fence;
N 24 22'49" E,	525.32 feet to a point in the center line of the rock fence;
N 39 40'18" E,	1087.82 feet to a point in the centerline of rock fence; thence,
N 23 19'56" E,	109.60 feet to a point in the centerline of rock fence and wire Fence; thence with wire fence
N 13 00'06" W,	680. 89 feet to a fence post; thence,
N 47 10'58" W,	162.94 feet to a fence post; thence,
N 08 31'19" W,	940.79 feet to a fence post; thence, leaving said wall
N 14 46'29" W,	391.55 feet to a point in the centerline of North Elkhorn Creek and corner of Pratt; hence, with the centerline of said creek, approximated by the following calls, and line of Pratt, thence, Owen, Kelly, and McCall
S 44 10'47" W,	202.72 feet to a point; thence,
S 51 48'19" W,	186.43 feet to a point; thence,
S 64 38'05" W,	92.80 feet to a point; thence,
S 57 10'57' W,	193.02 feet to a point; thence,
S 53 29'23" W,	310.59 feet to a point; thence,

S 74 40'01" W,	73.81 feet to a point; thence,
N 77 52'43" W,	182.44 feet to a point; thence, leaving the center of North Elkhorn Creek
N 19 15'57" E,	111.07 feet to a point on the east side of North Elkhorn Creek; thence, along the east side for said creek
N 42 15'42" W,	482.00 feet to a point; thence,
N 25 45'43" W,	155.00 feet to a point; thence,
N 12 45'44" W,	280.00 feet to a point; thence,
N 01 25'44" W,	80.00 feet to a point; thence,
N 03 39'17" E,	142.00 feet to a point; thence,
N 77 20'44" W,	14.00 feet to a point; thence,
N 03 38'31" E,	388.74 feet to a point; thence,
N 85 01'29" W,	93.43 feet to a point in the centerline of North Elkhorn Creek; thence, with the centerline of said creek
N 11 09'52" E,	275.81 feet to a point; thence,
N 16 34'51" E,	192.48 feet to a point; thence,
N 22 22'25" E,	205.56 feet to a point; thence,
N 38 03'42" E,	164.63 feet to a point; thence,
N 50 00'53" E,	127.85 feet to a point; thence,
N 55 15'27" E,	116.86 feet to a point; thence,
N 32 23'59" E,	93.01 feet to a point; thence,
N 01 27'39" W,	274.68 feet to a point; thence,
N 16 16'15" W,	290.42 feet to a point; thence,
N 31 39'55" W,	85.66 feet to a point; thence,

N 39 32'10" W,	295.90 feet to a point; thence,
N 43 50'26" W,	353.92 feet to a point; thence,
N 68 10'03" W,	91.79 feet to a point; thence,
N 61 14'56" W,	275.56 feet to a point; thence,
N 63 39'05" W,	531.87 feet to a point; thence,
N 76 03'22" W,	187.04 feet to a point; thence,
N 77 36'22" W,	409.20 feet to a point; thence,
N 84 50'25" W,	479.01 feet to a point and corner of Kenley; thence, leaving the Center of North Elkhorn Creek and with line of Kenley and Mullen
S 17 23'00" W,	121.26 feet to a fence post on the South bank of North Elkhorn Creek; thence,
S 17 23'00" W,	2869.95 feet to a corner post; thence, continuing with line of Mullen
N 77 11'36" W,	1914.62 feet to a fence corner, corner to White Oak Farm; thence, with line of White Oak Farm
S 08 19'11" E,	212.58 feet to a steel rebar (found); thence,
S 08 19'11" E,	750.43 feet to a steel rebar (found); thence,
S 08 20'55" E,	857.06 feet to a steel rebar (found) in a fence line; thence, with fence line
S 08 21'44" E,	487.61 feet to a steel rebar (found); thence,
S 08 40'31 E,	173.94 feet to a fence post; thence,
S 28 29'36" E,	293.33 feet to a steel rebar (found); thence,
S 28 41'10 E,	51.67 feet to a steel rebar (found); thence,
S 28 54'11" E,	499.83 feet to a steel rebar (found); thence,
S 28 55'44" E,	88.87 feet to a steel rebar (found); thence,

S 28 54'56" E,	171.36 feet to a steel rebar (found); thence,
S 28 56'53" E,	285.49 feet to a steel rebar (found); thence,
S 28 55'02" E,	394.89 feet to a steel rebar (found); thence,
S 32 04'00" E,	102.25 feet to a fence post and corner to Hale; thence, with fence and line of Hale and Macke
S 66 44'31" E,	97.07 feet to a point in the fence; thence, with new line of Hale
S 10 33'14" E,	394.13 feet to a steel rebar (set); thence,
S 49 25'42" E,	495.55 feet to original line of Hale; thence, continuing with Hale, now Self formerly Rush, then Mason, then Brandenburg
S 24 07'37" W,	1494.95 feet to corner of St. Francis Church; thence, with the Church
S 67 18'34" E,	654.00 feet to fence post corner; thence, with Church and then Bartley
S 26 21'07" W,	1041.27 feet to fence post; thence,
S 28 07'07" W,	709.50 feet to the center of U.S. 460: thence, with centerline of said highway
N 85 06'39" E,	361.32 feet; thence,
N 84 41'05" E,	231.84 feet; thence,
N 85 15'00" E,	330.85 feet; thence,
N 86 41'41" E,	279.51 feet; thence,
N 88 33'39" E,	523.26 feet; thence,
S 75 36'15" E,	686.68 feet; to a point thence,
S 75 26'33" E,	589.18 feet to the beginning

**Containing 919.113 acres** with bearings based on the previous deed of record, **Deed Book 154, Page 473** recorded in the Scott County Clerk's Office. Being the same **property conveyed to East Kentucky Paving Corp. by deed dated August 21, 1992 of record in Deed Book 195 Page 822** in the Office of the Scott County Clerk.



**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 17th day of October, 1996 by EAST KENTUCKY PAVING CORP., a Kentucky corporation, (hereinafter referred to as "DECLARANT").

EAST KENTUCKY PAVING CORP., a Kentucky corporation, is the fee simple owner of the following real property located in Scott County, Kentucky, which real property shall hereinafter be known as "Property" or "Properties", to-wit:

Being all **Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 62, 65, 66, 67, 68, and 69** of VICTORIA ESTATES, Phase II, Section A, as set forth on that Final Subdivision Plat of Victoria Estates, Phase II, Section A, which plat is dated May 16, 1996 and was recorded on October 11, 1996 in Plat Cabinet Slide No. 1674, in the office of the Scott County Clerk; together with the streets, roads, rights of way, easements, dams, lakes, and designated common areas, if any, as set out on the final subdivision plat at **Plat Cabinet Slide No. 1674** in the office of the Scott County Clerk.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the office of the Scott County Clerk.

**WHEREAS**, East Kentucky Paving Corp., a Kentucky corporation, is also the Declarant, referred to in the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates, dated April 19, 1995 and recorded in Misc. Book 8, Page 655, in the office of the Scott County Clerk; and,

**WHEREAS**, the above described property is a part of that property described in Exhibit B of the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates which is filed of record in Misc. Book 8, Page 655, in the office of the Scott County Clerk; and,

**WHEREAS**, Article VIII, of the Original Declaration of Covenants, Conditions and Restrictions for Victoria Estates (Declaration) provides that additional real property may be made subject to the Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

**WHEREAS**, Declarant, desiring to submit and subject the above described real property to the aforesaid Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of the Original Declaration, Declarant, as the fee simple owner and developer of the above described property, hereby approves and subjects the above described property to the Original Declarations, (and as the owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in the aforesaid Original Declarations, as fully as if the above described property was included in the Original Declaration, which is incorporated herein by reference the same as if set forth verbatim herein; all of which shall be deemed to be covenants running with the land.

The commencement of assessments under this Supplemental Declaration as specified in the Original Declarations shall be controlled and governed by the date of filing of the original Declaration in the office of the Scott County Clerk. It being understood that the commencement of assessments for the above described property shall be subject to the Initial Development Moratorium, under Article X, Section 20, of the Original Declaration, and assessments on the above described property shall begin and commence on April 19, 1997.

IN WITNESS WHEREOF, East Kentucky Paving Corp., a Kentucky corporation, as the owner of the above described property and as the Declarant of the property subject to the original declaration, have caused this Supplemental Declaration to be executed and recorded in the office of the Scott County Clerk.

**EAST KENTUCKY PAVING CORP.,  
A Kentucky corporation**

By: \_\_\_\_\_  
**J. E. RUTH, President**

COMMONWEALTH OF KENTUCKY  
County of Scott

The foregoing was subscribed, sworn and acknowledged before me, a Notary Public, by J. E. Ruth, Authorized Officer of **EAST KENTUCKY PAVING CORP.**, a Kentucky corporation, this 17th day of October, 1996.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7/8/2000

**Prepared By:**

**CANTRILL AND SIMMS**

\_\_\_\_\_  
HAROLD E. SIMMS  
121 South Hamilton Street  
Georgetown, Kentucky 40324  
(502) 863-6290

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 13<sup>th</sup> day of November, 1997 by EAST PAVING CORP., a Kentucky corporation, (hereinafter referred to as "DECLARANT").

EAST KENTUCKY PAVING CORP., a Kentucky corporation, is the fee simple owner of the following real property located in Scott County, Kentucky, which real property shall hereinafter be know as "Property" or "Properties", to-wit:

Being all of **Lots 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 100** of VICTORIA ESTATES, Phase II, Section B, as set forth on that Final Subdivision Plat of Victoria Estates, Phase II, Section B, which Plat of Victoria Estates, Phase II, Section B, which plat is dated October 3, 1997 and was recorded on November 3, 1997 in Plat Cabinet Slide No. 1861, in the office of the Scott County Clerk; together with the streets, roads, rights of way, easements, dams, lakes, and designated common areas, if any, as set out on the final subdivision plat at **Plat Cabinet Slide No. 1861**, in the office of the Scott County Clerk.

Being part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the office of the Scott County Clerk.

**WHEREAS**, East Kentucky Paving Corp., a Kentucky corporation, is also the Declarant, referred to in the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates, dated April 19, 1995 and recorded in Misc. Book 8, Page 655 of the Scott County Clerk; and,

**WHEREAS**, the above described property is a part of that property described in Exhibit B of the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates which is filed of record in Misc. Book 8, Page 655, in the office the Scott County Clerk; and,

**WHEREAS**, Article VIII, of the Original Declaration of Covenants, Conditions and Restrictions for Victoria Estates (Declaration) provides that additional real property may be made subject to the Original Declaration as provided therein; and,

**WHEREAS**, Declarant, desiring to submit and subject the above described real property to the aforesaid Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of the Original Declaration, Declarant, as the fee simple owner and developer of the above described property, hereby approves and subjects the above described property to the Original Declarations, (and as the owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in the aforesaid Original Declarations, as fully as if the above described property was included in the Original Declaration, which is incorporated herein by reference the same as if set forth verbatim herein; all of which shall be deemed to be covenants running with the land.

The commencement of assessments under this Supplemental Declaration as specified in the Original Declarations shall be controlled and governed by the date of filing of the original Declaration in the office of the Scott County Clerk. It being understood that the commencement of assessments for the above described property shall be subject to the Initial Development Moratorium, under Article X, Section 20, of the Original Declaration, and assessments on the above described property shall begin and commence on January 1, 1998.

IN WITNESS WHEREOF, East Kentucky Paving Corp., a Kentucky corporation, as the owner of the above described property and as the Declarant of the property subject to the original declaration, have caused this Supplemental Declaration to be executed and recorded in the office of the Scott County Clerk.

**EAST KENTUCKY PAVING CORP.,  
A Kentucky corporation**

By: \_\_\_\_\_  
**J. E. RUTH, President**

COMMONWEALTH OF KENTUCKY  
County of Scott

The foregoing was subscribed, sworn and acknowledged before me, a Notary Public, by J. E. Ruth, Authorized Officer of **EAST KENTUCKY PAVING CORP.**, a Kentucky corporation, this 13th day of November, 1997.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5-12-98

**Prepared By:**

**SIMMS AND CORNETT**

\_\_\_\_\_  
HAROLD F. SIMMS  
102 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5300

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 15th day of May, 1998 by EAST KENTUCKY PAVING CORP., a Kentucky corporation, (sometimes hereinafter referred to as "DECLARANT").

**WITNESSETH:**

EAST KENTUCKY PAVING CORP., a Kentucky corporation, the Declarant herein, is the fee simple owner of the following real property located in Scott County, Kentucky, which real property shall hereinafter be known as "the property" or "the properties", to-wit:

Being all of Lots **39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49A, and 49B** of VICTORIA ESTATES, Phase II, Section C, as set forth on that Final Subdivision Plat of Victoria Estates Phase II Section C, which plat is dated March 19, 1998 and was recorded on May 18, 1998 in Plat Cabinet Slide No. 1949, in the office of the Scott County Clerk; together with any streets, roads, rights of way, easements, dams, lakes, and designated common areas, if any, as set out on the aforesaid final subdivision plat at **Plat Cabinet Slide No. 1949**, in the office of the Scott County Clerk.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the office of the Scott County Clerk.

**WHEREAS**, East Kentucky Paving Corp., a Kentucky corporation, is also the Declarant, referred to in the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates, dated April 19, 1995 and recorded in Misc. Book 8, Page 655 of the Scott County Clerk; and,

**WHEREAS**, the above described property is a part of that property described in Exhibit B of the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates which is filed of record in Misc. Book 8, Page 655, in the office the Scott County Clerk; and,

**WHEREAS**, Article VIII, of the Original Declaration of Covenants, Conditions and Restrictions for Victoria Estates (Declaration) provides that additional real property may be made subject to the Original Declaration as provided therein; and,

**WHEREAS**, Declarant, desiring to submit and subject the above described real property to the aforesaid Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of the Original Declaration, Declarant, as the fee simple owner and developer of the above described property, hereby approves and subjects the above described property to the Original Declarations, (and as the owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in the aforesaid Original Declarations, as fully as if the above described property was included in the Original Declaration, which is incorporated herein by reference the same as if set forth verbatim

herein; all of which shall be deemed to be covenants running with the land.

It is understood that the assessments for the Homeowners Association on the above described property will commence with the first regular assessment for all other lots after the recording of this supplemental declaration.

IN WITNESS WHEREOF, East Kentucky Paving Corp., a Kentucky corporation, as the owner of the above described property and as the Declarant of the property subject to the original declaration, have caused this Supplemental Declaration to be executed and recorded in the office of the Scott County Clerk.

**EAST KENTUCKY PAVING CORP.,  
A Kentucky corporation**

By: \_\_\_\_\_  
**J. E. RUTH, President**

COMMONWEALTH OF KENTUCKY  
County of Scott

The foregoing was subscribed, sworn and acknowledged before me, a Notary Public, by J. E. Ruth, Authorized Officer of **EAST KENTUCKY PAVING CORP.**, a Kentucky corporation, this 15th day of May, 1999.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5/12/2002

**Prepared By:**

**SIMMS AND CORNETT**

\_\_\_\_\_  
HAROLD F. SIMMS  
102 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5300

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of September, 1998 by EAST KENTUCKY PAVING CORP., a Kentucky corporation, (sometimes hereinafter referred to as "DECLARANT").

**WITNESSETH:**

EAST KENTUCKY PAVING CORP., a Kentucky corporation, the Declarant herein, is the fee simple owner of the following real property located in Scott County, Kentucky, which real property shall hereinafter be known as "the property" or "the properties", to-wit:

Being all of **Lots 70, 71, 72, 73, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 120** of VICTORIA ESTATES, Phase II, Section D, as set forth on that Final Subdivision Plat of Victoria Estates Phase II Section D, which plat is dated July 19, 1998 and was recorded on August 19, 1998 in Plat Cabinet Slide No. 1993, in the office of the Scott County Clerk; together with any streets, roads, rights of way, easements, dams, lakes, and designated common areas, if any, as set out on the aforesaid final subdivision plat at **Plat Cabinet Slide No. 1993**, in the office of the Scott County Clerk.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the office of the Scott County Clerk.

**WHEREAS**, East Kentucky Paving Corp., a Kentucky corporation, is also the Declarant, referred to in the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates, dated April 19, 1995 and recorded in Misc. Book 8, Page 655 of the Scott County Clerk; and,

**WHEREAS**, the above described property is a part of that property described in Exhibit B of the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates which is filed of record in Misc. Book 8, Page 655, in the office the Scott County Clerk;, and,

**WHEREAS**, Article VIII, of the Original Declaration of Covenants, Conditions and Restrictions for Victoria Estates (Declaration) provides that additional real property may be made subject to the Original Declaration as provided therein; and,

**WHEREAS**, Declarant, desiring to submit and subject the above described real property to the aforesaid Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of the Original Declaration, Declarant, as the fee simple owner and developer of the above described property, hereby approves and subjects the above described property to the Original Declarations, (and as the owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in the aforesaid Original Declarations, as fully as if the above described property was included in the Original

Declaration, which is incorporated herein by reference the same as if set forth verbatim herein; all of which shall be deemed to be covenants running with the land, **PROVIDED HOWEVER**, the above described lots shall be subject to the following amendments which shall be binding upon and run with the land described above:

**(BOLD BIDDER ARCHITECTURAL CHANGES)**

- 1) All homes build upon the above described lots shall have exterior walls composed of a minimum of sixty-five (65%) brick or natural stone.
- 2) All exterior chimneys shall be of brick or natural stone composition and finished to grade.
- 3) All homes shall have a brick or natural stone finish on all sides.
- 4) All homes shall be built with side loading garages only.
- 5) A) Except as set out below, all homes shall have a minimum of 2200 square feet of living space.  
  
B) Any 1 ½ story home shall have a minimum of 2200 square feet of living space with the first floor containing a minimum of 1600 square feet.  
  
C) Any 2 story home shall have a minimum of 2500 square feet of living space with the first floor containing a minimum of 1300 square feet.
- 6) The calculation of square footage under this Supplemental Declaration of Covenants, Conditions and Restrictions for Victoria Estates.

All other terms of the Original Declaration of Covenants, Conditions and Restrictions remain unchanged and shall remain applicable and binding upon the above described property.

It is understood that the assessments for the Homeowners Association on the above described property will commence with the first regular assessment for all other lots after the recording of this supplemental declaration.

IN WITNESS WHEREOF, East Kentucky Paving Corp., a Kentucky corporation, as the owner of the above described property and as the Declarant of the property subject to the original declaration, have caused this Supplemental Declaration to be executed and recorded in the office of the Scott County Clerk.

**EAST KENTUCKY PAVING CORP.,  
A Kentucky corporation**

By: \_\_\_\_\_  
**J. E. RUTH, President**

COMMONWEALTH OF KENTUCKY  
County of Scott



The foregoing was subscribed, sworn and acknowledged before me, a Notary Public, by J. E. Ruth, Authorized Officer of **EAST KENTUCKY PAVING CORP.**, a Kentucky corporation, this 2nd day of September, 1998.

---

NOTARY PUBLIC

My Commission Expires: 5-12-2002

**Prepared By:**

**SIMMS AND CORNETT**

---

HAROLD F. SIMMS  
102 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5300

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 15th day of December, 1999 by EAST KENTUCKY PAVING CORP., a Kentucky corporation, (sometimes hereinafter referred to as "DECLARANT").

**WITNESSETH:**

EAST KENTUCKY PAVING CORP., a Kentucky corporation, the Declarant herein, is the fee simple owner of the following real property located in Scott County, Kentucky, which real property shall hereinafter be known as "the property" or "the properties", to-wit:

Being all of **Lots 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, and 220** of VICTORIA ESTATES, Phase III, Section A, as set forth on that FINAL SUBDIVISION PLAT which was recorded on December 13, 1999 in Plat Cabinet Slide No. 2233, in the office of the Scott County Clerk; together with any streets, roads, rights of way, easements, dams, lakes, and designated common areas, if any, as set out on the aforesaid FINAL SUBDIVISION PLAT at **Plat Cabinet Slide No. 2233**, in the office of the Scott County Clerk.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the office of the Scott County Clerk.

**WHEREAS**, East Kentucky Paving Corp., a Kentucky corporation, is also the Declarant, referred to in the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates, dated April 19, 1995 and recorded in Misc. Book 8, Page 655 of the Scott County Clerk; and,

**WHEREAS**, the above described property is a part of that property described in Exhibit B of the original Declaration of Covenants, Conditions and Restrictions for Victoria Estates which is filed of record in Misc. Book 8, Page 655, in the office the Scott County Clerk;, and,

**WHEREAS**, Article VIII, of the Original Declaration of Covenants, Conditions and Restrictions for Victoria Estates (Declaration) provides that additional real property may be made subject to the Original Declaration as provided therein; and,

**WHEREAS**, Declarant, desiring to submit and subject the above described real property to the aforesaid Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of the Original Declaration, Declarant, as the fee simple owner and developer of the above described property, hereby approves and subjects the above described property to the Original Declarations, (and as the owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in the aforesaid Original Declarations, as fully as if the above described property was included in the Original

Declaration, which is incorporated herein by reference the same as if set forth verbatim herein; all of which shall be deemed to be covenants running with the land.

It is understood that the assessments for the Homeowners Association on the above described property will commence with the first regular assessment for all other lots after the recording of this supplemental declaration.

IN WITNESS WHEREOF, East Kentucky Paving Corp., a Kentucky corporation, as the owner of the above described property and as the Declarant of the property subject to the original declaration, have caused this Supplemental Declaration to be executed and recorded in the office of the Scott County Clerk.

**EAST KENTUCKY PAVING CORP.,  
A Kentucky corporation**

By: \_\_\_\_\_  
**J. E. RUTH, President**

COMMONWEALTH OF KENTUCKY  
County of Scott

The foregoing was subscribed, sworn and acknowledged before me, a Notary Public, by J. E. Ruth, Authorized Officer of **EAST KENTUCKY PAVING CORP.**, a Kentucky corporation, this 15th day of December, 1999.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5-12-2002

**Prepared By:**

**SIMMS AND CORNETT**

\_\_\_\_\_  
HAROLD F. SIMMS  
102 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5300

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 31st day of May, 2000 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “DECLARANT”;

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 137, 138, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, and 205** of Victoria Estates Subdivision as set forth on that certain Final Plat of Victoria Estates Subdivision, Phase III, Section “B”, Block 1, Scott County, Kentucky, dated February 7, 2000, as prepared by Appalachian Regional Consultants, Inc., Georgetown, Kentucky, and filed of record on May 9, 2000, in Plat Slide No. 2305, in the office of the Scott County Clerk’s Office, Scott County, Kentucky; together with any streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat Slide No. 2305**, in said Clerk’s Office.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk’s Office, Scott County, Kentucky..

**WHEREAS**, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Declaration of Covenants, Conditions, and Restrictions for Victoria Estates (herein referred to as the “Original Declaration”), dated April 19, 1995, and of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as Declarant, fee simple owner, and developer of the above-described real property, hereby approves and subjects the above-described real property to the provisions of said Original Declaration, and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Original Declaration)

those easements, covenants, restrictions, rights, responsibilities and agreements set forth in said Original Declaration, as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk's Office, and which Original Declaration is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused the Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**J. E. RUTH**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before

me, on this 31st day of May, 2000, by J. E. Ruth, President of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2003.

---

NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

---

JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR VICTORIA ESTATES**

THIS AMENDMENT is made and imposed this 10<sup>th</sup> day of November, 2000, by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “DECLARANT”;

**WITNESSETH:**

**WHEREAS**, on or about April 19, 1995, the Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Victoria Estates of record in Miscellaneous Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky (the “Declaration”); and,

**WHEREAS**, the Declarant has the sole power under Article XIV, Section 2, of the Declaration to make any amendment thereto which has no material adverse effect upon any right of any Owner of any Lots or Properties in Victoria Estates; and

**WHEREAS**, Article X, Section 6, of the Declaration states that all assessments, as provided for therein, shall commence on the date on which a deed is delivered to an Owner of any Lots or Properties in Victoria Estates; and

**WHEREAS**, Declarant intends by this Amendment to clarify the Declaration concerning those provisions imposing annual, regular, special or any other assessments on any Lots or Properties in Victoria Estates provided for by the Declaration.



NOW THEREFORE, Declarant does amend the Declaration pursuant to Article XIV, Section 2, thereof as follows:

1. Article X, Section 11 is hereby added to the Declaration to read in its entirety as follows:

Notwithstanding any of the terms, conditions, and Provisions of the Declaration to the contrary, Declarant Shall have no obligation to pay any annual, regular, Special or any other assessments provided for in this Declaration on any Lots or Properties in Victoria Estates.

2. Any capitalization term not defined in this Amendment will have the meaning set forth in the Declaration.

3. Except as modified by the express terms of this Amendment, the Declaration shall remain unchanged and in full force and effect.

4. This Amendment shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused the Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**J. E. RUTH**  
**President**

READ AND APPROVED BY:

---

DAVID PARRISH  
President, Board of Directors,  
Victoria Estates Homeowners Association, Inc.

STATE OF KENTUCKY)  
  ( SCT.  
COUNTY OF SCOTT     )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 10th day of November, 2000, by J. E. Ruth, President of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2003.

---

NOTARY PUBLIC  
State of Kentucky at Large

STATE OF KENTUCKY)  
  ( SCT.  
COUNTY OF SCOTT     )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 9th day of November, 2000, by David Parrish, President of the

Board of Directors of Victoria Estates Homeowners Association, Inc. a Kentucky Non-Stock, Non-Profit Corporation, for and on behalf of said Board.

My Commission Expires: January 11, 2003.

---

NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

---

JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of January, 2001 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as "DECLARANT";

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 230, 240 241, 242, 243, 244, 245, 246 and Tract A** of Victoria Estates Subdivision as set forth on that certain Final Plat of Victoria Estates ~ Phase 7, Block A, US 460, Scott County, Kentucky, dated January 31, 2001, as prepared by Appalachian Regional Consultants, Inc., Richmond, Kentucky, and filed of record on February 9, 2001, in Plat Slide No. 2452, in the Scott County Clerk's Office, Scott County, Kentucky; together with any streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat Slide No. 2452**, in said Clerk's Office.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk's Office, Scott County, Kentucky..

**WHEREAS**, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky, Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as Declarant, fee simple owner, and developer of the above-described real property, hereby approves and subjects the above-described real property to the provisions of said Original Declaration, and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Original Declaration) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in

said Original Declaration, as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk's Office, and which Original Declaration is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused the Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**J. E. RUTH**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before

me, on this 23rd day of January, 2001, by J. E. Ruth, President of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2003.

---

NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

---

JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 22<sup>nd</sup> day of March, 2002 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as "DECLARANT";

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 139, 140, and 141** of Victoria Estates Subdivision as set forth on that certain Minor Plat of Victoria Estates, 3/4/02, as prepared by Appalachian Regional Consultants, Inc., Richmond, Kentucky, and filed of record on the 21<sup>st</sup> day of March, 2002, in Plat Cabinet No. 7, Slide No. 134, in the Scott County Clerk's Office, Scott County, Kentucky; together with any streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat Cabinet No. 7, Slide No. 134**, in said Clerk's Office.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk's Office, Scott County, Kentucky..



**WHEREAS**, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky, Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as Declarant, fee simple owner, and developer of the above-described real property, hereby approves and subjects the above-described real property to the provisions of said Original Declaration, and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Original Declaration) those easements, covenants, restrictions, rights, responsibilities and agreements set forth in

said Original Declaration, as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk's Office, and which Original Declaration is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused the Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**Jack E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before

me, on this 22nd day of March, 2002, by J. E. Ruth, II president of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2003.

---

NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

---

JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 19th day of May, 2004 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “Declarant”;

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 221, 222, 223, 224, 225, 226, 227, 228 and 229** of Victoria Estates Subdivision as set forth on that certain Final Subdivision Plat: Victoria Estates Subdivision, Phase III – Section “A”, U.S. 460, Scott County, Kentucky, dated 11/11/99, as prepared by Appalachian Regional Consultants, Inc., Georgetown, Kentucky, and filed of record on December 13, 1999, in Plat Slide No. 2233 (now referred to as Plat Cabinet No. 6, Slide No. 2233), in the Scott County Clerk’s Office, Scott County, Kentucky, together with any streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat Cabinet No. 6, Slide No. 2233**, in said Clerk’s Office.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk’s Office, Scott County, Kentucky.

**WHEREAS**, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration, hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky, Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as Declarant, fee simple owner, and developer of the above-described real property, hereby approves and subjects the above-described real property to the provisions of said Original Declaration, and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to (in common with the real property described in the Original Declaration) those easements, covenants, restrictions, rights, responsibilities and agreements set

forth in said Original Declaration, as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650 in said Clerk's Office, and which Original Declaration is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration, shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused the Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**Jack E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before

me, on this 19th day of May, 2004, by J. E. Ruth, II president of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2007.

signed: John S. Lankford  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

---

JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR VICTORIA ESTATES**

THIS SECOND AMENDMENT is made and imposed this   9th   day of   May  , 2007, by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143,, hereinafter referred to as “Declarant”;

**WITNESSETH:**

**WHEREAS**, on or about April 19, 1995, the Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Victoria Estates of record in Miscellaneous Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky (the “Declaration”); and,

**WHEREAS**, the Declarant has the sole power under Article XIV, Section 2, of the Declaration to make any amendment thereto which has no material adverse effect upon any right of any Owner of any Lots or Properties in Victoria Estates; and

**WHEREAS**, Article III, Section 2, of the Declaration, as it pertains to Voting, Designates two(2) classes of membership: 1) Class “A”; and 2) Class “B”; and

**WHEREAS**, Declarant intends by this Amendment to establish voting procedures for Class “A” Members: and

**WHEREAS**, Declarant also intends by this Amendment to define and establish specific Septic Tank Sealing Procedures and Requirements and impose the assessment of a Sewer System Tap-On Fee.

**NOW THEREFORE**, Declarant does amend the Declaration pursuant to, and under the authority of, Article XIV, Section 2, thereof as follows:

**1.** Article III, Section 2(a), is hereby amended and changed so as to read in its entirety as follows:

(a) Class “A”. Class “A” Members shall be all Owners with the exception of the Class “B” Member if any.



Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot.

In any situation where a member is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. **In the absence of such advice, the Lot's vote shall be cast with the majority vote of the Association.**

**In addition, all Class "A" Members shall have the right to vote in person or by proxy on all matters in which such Members are entitled to vote under this Declaration. In the event a Class "A" Member does not exercise the right to vote or does not exercise the right to abstain from voting (either in person, by proxy, or in writing), then the vote of such Member shall be cast with the majority vote of the Association.**

2. Article XIII, Section 2., is hereby amended and changed so as to read in its entirety as follows:

Connection To System and Sewage Assessment; **Septic.**

**Tank Sealing Procedural Safeguards, Requirements and Inspections; and Sewer System Tap-On Fee.**

Each residential dwelling constructed upon any Lot, which is the subject of this Declaration, or any Supplemental Declaration shall be connected to and operate on and in accordance with the private sanitary sewage system and its guidelines as may from time to time be adopted by the Board of Directors of said Association, including but not limited to the payment of a sewer assessment as hereinafter specified. Each owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agrees to connect and use said private sanitary sewer system and further agrees to pay said sewer assessments.

**In addition, the septic tank for each residential dwelling, prior to back-fill, shall be inspected by the NCC (or its designee) for satisfactory compliance with the following**

**safeguard: The sewer in-let-line at the point it enters the septic tank shall be sealed with “Speed-Crete” (or a similar quick setting masonry product) in order to ensure a complete and permanent water-tight seal. No residential dwelling shall be permitted to connect to the private sanitary sewer system unless and until such an inspection has been performed with the results indicating, in the sole discretion of the NCC (or its designee), that the septic tank is adequately sealed. Upon satisfactory inspection (and receipt by the Association of the Sewer System Tap-On Fee set forth below), the NCC shall issue a Sewer Tap Permit allowing for the connection of the septic tank to the private sanitary sewer system. A Sewer System Tap-On Fee in the amount of \$800 shall be, and is hereby, assessed against any Lot conveyed by Declarant subsequent to the date of recording of this Amendment. This assessment shall be paid to the Victoria Estates Homeowners Association, Inc. at the time of closing of the purchase of a Lot from Declarant.**

3. Any capitalized term not defined in this Amendment will have the meaning set forth in the Declaration.

4. Except as modified by the express terms of this Amendment, the Declaration shall remain unchanged and in full force and effect.

5. This Amendment shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, by and through its authorized representative, has caused the Amendment to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**J. E. RUTH, II**  
**President**

READ AND APPROVED BY:

signed Thomas E. Bloch  
THOMAS E. BLOCH  
President, Board of Directors,  
Victoria Estates Homeowners Association, Inc.

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 9th day of May, 2007, by J. E. Ruth, II. President of **EAST KENTUCKY PAVING CORP.** (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: Jan., 11, 2011.

signed John S. Lankford  
NOTARY PUBLIC  
State of Kentucky at Large

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 11th day of May, 2007, by Thomas E. Bloch, President of the Board of Directors of Victoria Estates Homeowners Association, Inc. a Kentucky Non-Stock, Non-Profit Corporation, for and on behalf of said Board.

My Commission Expires: January 11, 2011.

signed R. Bruce Lankford  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

signed John S. Lankford  
JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 31st day of October, 2007 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “Declarant”;

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 142, 143, 144, 145, 146, 147 and 148** of Victoria Estates Subdivision as set forth on that certain Final Subdivision Plat: Victoria Estates Subdivision, Phase 3B – Section B-2, Block 2, Overlook Pass, Scott County, Kentucky, dated July 2007, as prepared by William Daugherty, Engineer / Surveyor, Nicholasville, Kentucky, and filed of record on October 30, 2007, in Plat Cabinet No. 9, Slide No. 346, in the Scott County Clerk’s Office Scott County Kentucky, together with the streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat cabinet No. 9, Slide No. 346**, in said Clerk’s Office, said lots commonly known and designated, respectively, as 101 Pheasant Run Path (aka 116 Overlook Pass), 103 Pheasant Run Path, 105 Pheasant Run Path, 104 Pheasant Run Path, 102 Pheasant Run Path, 100 Pheasant Run Path, (aka 114 Overlook Pass) and 112 Overlook Pass.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk’s Office, Scott County, Kentucky.

**WHEREAS**, East Kentucky Paving Corp. is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 (as amended by that certain Amendment dated November 10, 2000, and of record in Misc. Book 17, Page 53, and by that certain Second Amendment dated May 9, 2007, and of record in Misc. Book 27, Page 663), in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration (as amended), hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 (as amended) in the Scott County Clerk’s Office, Scott County, Kentucky, Kentucky Paving Corp. as Declarant, fee simple owner, and developer of the above-described real property, hereby approves and subjects the above-described real property to the provisions of said Original Declaration (as amended), and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and otherwise used subject to [in common with the real property described in the Original Declaration (as amended)] those easements, covenants, restrictions, rights, responsibilities and agreements set forth in said Original Declaration (as amended), as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650 in

in said Clerk's Office, and which Original Declaration (as amended) is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration (as amended), shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp., as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused this Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**Jack E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and

Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 31st day of October, 2007, by J. E. Ruth, II president of East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: January, 11, 2011.

signed: John S. Lankford  
JOHN S. LANKFORD  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

signed: John S. Lankford  
JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324



**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of April 2008 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “Declarant”;

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 149, 150, 151, 152, 153, 154, 155, 156 and 158** of Victoria Estates Subdivision as set forth on that certain Final Subdivision Plat: Victoria Estates Subdivision, Phase 3B – Section B-3, Block 2, Overlook Pass, Scott County, Kentucky, dated November 2007, as prepared by William Daugherty, Engineer / Surveyor, Nicholasville, Kentucky, and filed of record on April 17, 2008, in Plat Cabinet No. 9, Slide No. 400, in the Scott County Clerk’s Office Scott County Kentucky, together with the streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat cabinet No. 9, Slide No. 400**, in said Clerk’s Office, said lots commonly known and designated, respectively, as 101 Bob White Path (aka 110 Overlook Pass), 103 Bob White Path, 105 Bob White Path, 107 Bob White Path, 106 Bob White Path, 104 Bob White Path, 102 Bob White Path, 100 Bob White Path, (aka 106 Overlook Pass) and 102 Overlook Pass.

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk’s Office, Scott County, Kentucky.

**WHEREAS**, East Kentucky Paving Corporation is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 (as amended by that certain Amendment dated November 10, 2000, and of record in Misc. Book 17, Page 53, and by that certain Second Amendment dated May 9, 2007, and of record in Misc. Book 27, Page 663), in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration (as amended), hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 (as amended) in the Scott County Clerk’s Office, Scott County, Kentucky, East Kentucky Paving Corporation. as Declarant, fee simple owner and developer of the above-described real property, hereby approves and subjects the - above-described real property to the provisions of said Original Declaration (as amended), and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and

otherwise used subject to [in common with the real property described in the Original Declaration (as amended)] those easements, covenants, restrictions, rights, responsibilities and agreements set forth in said Original Declaration (as amended), as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650, in said Clerk's Office, and which Original Declaration (as amended) is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration (as amended), shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp., as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused this Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**Jack E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 22nd day of April, 2008, by J. E. Ruth, II President of East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: January.. 11, 2011.

signed: John S. Lankford  
JOHN S. LANKFORD  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

signed: John S. Lankford  
JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VICTORIA ESTATES**

THIS SUPPLEMENTAL DECLARATION is made this 10th day of April 2012 by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as "Declarant";

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of the following described real property located in Scott County, Kentucky, to-wit:

Being all of **Lots Nos. 159, 160, 161, 162, 164, 165, 166 and 167** of Victoria Estates Subdivision as set forth on that certain Final Subdivision Plat: Victoria Estates Subdivision, Phase 3B - Section B-4, Block 2, Overlook Pass, Scott County, Kentucky, dated November 2007, as prepared by William Daugherty, Engineer / Surveyor, Nicholasville, Kentucky, and filed of record on August 28, 2008, in Plat Cabinet No. 10, Slide No. 50, in the Scott County Clerk's Office Scott County Kentucky, together with the streets, roads, rights-of-way, easements, dams, lakes, and designated common areas, if any, as set forth on said plat in **Plat cabinet No. 10, Slide No. 50**, in said Clerk's Office, said lots commonly known and designated, respectively, as 227 Victoria Way, 101 Wild Turkey Path (aka 225 Victoria Way), 103 Wild Turkey Path, 105 Wild Turkey Path, 106 Wild Turkey Path, 104 Wild Turkey Path, 102 Wild Turkey Path and 100 Wild Turkey Path, (aka 223 Victoria Way).

Being a part of that property conveyed to East Kentucky Paving Corp., a Kentucky corporation, by deed from Citizens Fidelity Bank and Trust Company, d/b/a Citizens Fidelity Mortgage Co., a Kentucky corporation, dated August 21, 1992 and recorded in Deed Book 195, Page 822, in the Scott County Clerk's Office, Scott County, Kentucky.

**WHEREAS**, East Kentucky Paving Corporation is also the Declarant, referred to in that certain Declaration of Covenants, Conditions and Restrictions for Victoria Estates (hereinafter referred to as the “Original Declaration”), dated April 19, 1995 and of record in Misc. Book 8, Page 650 (as amended by that certain Amendment dated November 10, 2000, and of record in Misc. Book 17, Page 53, and by that certain Second Amendment dated May 9, 2007, and of record in Misc. Book 27, Page 663), in the Scott County Clerk’s Office, Scott County, Kentucky; and,

**WHEREAS**, the above-described real property is a part of that certain real property described in Exhibit B of said Original Declaration; and

**WHEREAS**, Article VIII, of said Original Declaration provides that additional real property may be made subject to the provisions of said Original Declaration; and,

**WHEREAS**, Declarant, desiring to submit and subject the above-described additional real property to the provisions of said Original Declaration (as amended), hereby executes and delivers for recording this Supplemental Declaration;

NOW THEREFORE, pursuant to the provisions of Article VIII of said Original Declaration of record in Misc. Book 8, Page 650 (as amended) in the Scott County Clerk’s Office, Scott County, Kentucky, East Kentucky Paving Corporation. as Declarant, fee simple owner and developer of the above-described real property, hereby approves and subjects the - above-described real property to the provisions of said Original Declaration (as amended), and as the owner of the above-described real property hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed, occupied, leased and

otherwise used subject to [in common with the real property described in the Original Declaration (as amended)] those easements, covenants, restrictions, rights, responsibilities and agreements set forth in said Original Declaration (as amended), as fully as if the above-described real property was included in said Original Declaration of record in Misc. Book 8, Page 650, in said Clerk's Office, and which Original Declaration (as amended) is incorporated herein by reference as if set forth word for word herein; all of which provisions of said Original Declaration (as amended), shall be deemed to be covenants running with the land.

It is understood that the assessments for Victoria Estates Homeowners Association, Inc. on the above-described real property will commence with the first regular assessment for all other lots after the recording of this Supplemental Declaration.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp., as the owner and Declarant of the above-described real property subject to the Original Declaration, by and through its authorized representative, has caused this Supplemental Declaration to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: \_\_\_\_\_  
**Jack E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 10th day of April, 2012, by J. E. Ruth, II President of East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: January.. 11, 2015.

signed: John S. Lankford  
JOHN S. LANKFORD  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

signed: John S. Lankford  
JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324



**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR VICTORIA ESTATES**

THIS THIRD AMENDMENT is made and imposed this 9th day of December, 2014, by EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, P.O. Box 368 Grayson, Kentucky 41143, hereinafter referred to as “Declarant”;

**WITNESSETH:**

**WHEREAS**, on or about April 19, 1995, the Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Victoria Estates of record in Miscellaneous Book 8, Page 650 in the Scott County Clerk’s Office, Scott County, Kentucky (the “Declaration”); and,

**WHEREAS**, the Declarant has the sole power under Article XIV, Section 2, of the Declaration to make any amendment thereto which has no material adverse effect upon any right of any Owner of any Lots or Properties in Victoria Estates; and

**WHEREAS**, Article III, Section 2, of the Declaration, as it pertains to Voting, designates two (2) classes of membership: 1) Class “A”; and 2) Class “B”; and

**WHEREAS**, due to the recent unanticipated, unfortunate and declining economic conditions, Declarant intends by this Amendment to re-define and extend the Class “B” Period so as to allow for a more controlled and secure built-out of Victoria Estates.

**NOW THEREFORE**, Declarant does amend the Declaration pursuant to, and under the authority of, Article XIV, Section 2, thereof as follows:

**1.** Article III, Section 2(b), is hereby amended and changed so as to read in its entirety as follows {Section 2. (b) (ii) of the original Declaration being intentionally hereby deleted in its entirety}:

**(b) Class “B”.** The Class “B” Member shall be the Declarant  
The rights of the Class “B” Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class “B” member shall be entitled, in its sole discretion, to appoint members of the Board of Directors during the Class “B” Control Period, subject only to Article III, Section 6, of the By-Laws. For a period of one (1) year after the date of termination of the Class “B” Control Period, the Declarant shall have the right to disapprove all actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class “B” Control Period shall terminate, and the Class “B” membership shall terminate and become converted to Class “A” membership, upon the earlier of;

**(i)** when seventy-five (75%) percent of the Lots permitted by applicable zoning for the property described in Exhibits “A” and “B” of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale; or

**(ii)** when, in its absolute and sole discretion, the Class “B” Member so determines; or

**(iii)** January 1, 2020.

**Notwithstanding any provision to the contrary contained in this Declaration or the By-Laws, during the Class “B” Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class “B” Member.**

**2,** Any capitalized term not defined in this Amendment will have the meaning set forth in the Declaration.

**3.** Except as modified by the express terms of this Amendment, the Declaration shall remain unchanged and in full force and effect.

**4.** This Amendment shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, East Kentucky Paving Corp. (aka East Kentucky Paving Corporation), a Kentucky corporation, by and through its authorized representative, has caused the Amendment to be executed on this day and year first above written.

**EAST KENTUCKY PAVING CORP.**  
(aka East Kentucky Paving Corporation)

By: signed Jack E. Ruth, II  
**JACK. E. RUTH, II**  
**President**

STATE OF KENTUCKY)  
( SCT.  
COUNTY OF SCOTT )

The foregoing Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Victoria Estates was subscribed, sworn to and acknowledged before me, on this 9th day of December, 2014, by J. E. Ruth, II, President of EAST KENTUCKY PAVING CORP. (aka East Kentucky Paving Corporation), a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: January 11, 2015.

signed John S. Lankford  
JOHN S. LANKFORD (I.D. #433573)  
NOTARY PUBLIC  
State of Kentucky at Large

PREPARED BY:

signed: John S. Lankford  
JOHN S. LANKFORD  
Lankford & Lankford  
Attorneys at Law  
300 East Main Street  
P. O. Box 513  
Georgetown, Kentucky 40324