Use Restrictions
Article XII of Victoria Estates Covenants
Most recently updated after the Fifth Amendment to
Declaration of Covenants, Conditions, and Restrictions for Victoria Estates.

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 shall be erected within the Properties without the written consent of the Modifications Committee. Exceptions to this restriction are signs advertising a house or lot for sale, those alerting that a home is protected by a home security system, and those stating that there is a pet electric containment system. Additionally, political campaign signs may be posted no more than 60 days prior to election day and must be removed no later than five days after the election. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. All signs permitted by right by this Section 1, shall comply with the following requirements:

Type of Sign	Number of Signs	Size
For Sale	1	6 square feet (for example, 2'x3' or 3'x2')
Home security	2	8 inches by 8 inches
Pet electric containment system	2	8 inches by 8 inches
Political campaign signs	1	2' x 2'
All other signs	As permitted by Modifications Committee	As permitted by Modifications Committee

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. All Lot Owners shall follow Scott County Fiscal Court Ordinance No. 21-03, "An Ordinance Relating to Harboring a Vicious/Dangerous Animal, Allowing Dogs to Run at Large, and Allowing Dogs to Engage in Detrimental Behavior" (https://wordpress-198364-1128098.cloudwaysapps.com/pdf/book-3-cite-840-1/#page/3). Any resident believing that a Lot Owner is in violation of this ordinance should contact Scott County Animal Control or the Scott County Sheriff's Office. In addition to restrictions outlined in the ordinance, Lot Owners are to obey the following: 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 may be kept by each Lot owner. All allowed usual and common household pets must be under the control of the lot owner so that the animals do not endanger the health of others or their pets, make objectionable excessive noise, constitute a nuisance, or intimidate or inflict damage on pedestrians or passersby. No animals shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a home be contained in the side or back yard within a fence or by a pet electric containment system (PECS), or they must be confined on a leash, held by and under the physical control of a responsible person. Lot owners who have installed a front yard pet electric containment system prior to January 1, 2023, are grandfathered in and do not have to move their PECS to a side or backyard for the duration of ownership of the lot owners property. Additionally, pet feces shall be immediately removed from roads, trails, or any property that is not the animal Owner's property.

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, no cruisers, nor any other type of watercraft that has sanitary waste disposal capabilities allowed 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, including pet electric containment systems, 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 unpainted natural wood or composite decking in colors consistent with natural wood docks. Docks shall not exceed 12' x 12' and shall have no railing or diving apparatus. Access to docks shall be unpainted natural wood or composite decking in colors consistent with natural wood docks. 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", "four-wheelers", UTVs, ATVs, or any other "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 unless all of the following rules are met:

(a) The operator has been given VEHA board approval to use the vehicle for official VEHA purposes;

(b) The vehicle is clearly labeled with HOA/VEHA maintenance signage provided by the VEHA;

(c) The operator maintains insurance on the vehicle;

(d) Use is restricted to daylight use only when possible; and,

(e) Recreational use will NOT be allowed

Golf carts will be allowed only if their use is specifically covered in Section 34.

Section 34. Golf Carts. Golf carts as defined by Kentucky Statute 189.286 may be used on streets within Victoria Estates if all rules in the current VEHA Golf Cart Policy are followed. The operator assumes full responsibility for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of golf carts with the Properties.

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