

Doe Valley Association's Property Restrictions

- A. The primary purpose of this Amendment is to add Cedar Point Estates as a section.
- B. The secondary purpose is to align the restrictions with other existing Doe Valley rules and policies.

Sections: Hickory Hills, Greenbriar, Havenwood, Doe Valley Greens, Pine Point, Audubon Woods, Glenoaks, Cedar Point Estates, and Wildflower Ridge. The Estates, Lakeview Patio Homes, Lakeview and Piping Rock Condos have their existing property restrictions within their associations. Doe Valley Association Incorporation restrictions apply where appropriate. As do all platted future undeveloped land within the confines of Doe Valley.

THIS DECLARATION OF RESTRICTIONS made and executed by DOE VALLEY ASSOCIATION INC. with its principal office and place of business in Meade County, Kentucky, (hereinafter called "DVA").

1. All lots shall be used exclusively for residential purposes, except those lots designated as business, commercial or special use on any of the plats of every section of Doe Valley Subdivision which are recorded in the office of the Clerk of Meade County.

2. Doe Valley is in the R-1 Meade County zoning district. Only stick-built single family residences are permitted unless a variance is granted by the county after recommendation by the Doe Valley Architectural Committee and approval by the Doe Valley Board of Directors.

3. In order to preserve the natural beauty and aesthetic quality of the existing geographic areas within Doe Valley Subdivision, no vegetation can be removed or cut from the property without approval from the Office. All construction must conform to an architectural theme which shall require all dwellings, whether designed for leisure living, retirement, recreation or permanent homes, to be compatible with the natural surroundings and general aesthetic appearance of the project. No building, structures, additions or alterations shall be erected upon the premises unless or until the size, location, uses, materials, and grading plan of the lot have been approved in writing by Doe Valley Association, Inc.(DVA) The true copy of the plans, specification and details of plans must be filed at the Doe Valley office.

4. Lots can be subdivided for the purpose of building a residence. Boat houses may be erected prior to a house on a waterfront lot. No building, tents or trailers may be used for temporary housing on a residential lot. The exteriors of all buildings must be completed within twelve (12) months from the date construction commences. Open pier foundation type construction is only permitted with prior permission and written plan approval by DVA.

5. Minimum residence space will be no less than 1,500 square feet above ground level. No porch or projection of any building shall extend nearer than 25 feet from any road right-of-way; nor nearer than 10 feet from the side property line; nor within 50 feet horizontally from the normal water line of the lake which the respective lots abut as indicated on plat or plats of Doe Valley Subdivision without written permission of DVA. Mailboxes shall be at least 12 inches off the roadway. All construction must comply with the Zoning Regulations of Meade County, Kentucky, if any.

6. No waste shall be permitted to enter the lake. All sanitary arrangements must comply with specification and regulations of DVA and local and/or state health officers. All buildings having plumbing facilities shall be required to connect to central water and sewer systems. No house shall be occupied until connection is made to water and sewer.

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7. DVA, for itself and licensees, reserves a perpetual easement of ten (10) feet in width along the side and rear lines and 25 feet in perpetual easement on the front property line of each and every lot, with the right of ingress and egress thereon, for the purpose of installing, operating, maintaining and servicing all types of utilities, sewers and drainage ditches and appurtenances, together with the right to trim, cut or remove any trees or brush necessary for the above purposes. In the case of sewers, the exact location of the sewer easement shall be as shown on the engineer's "as built" record plan and may be located on each lot at such a location as sound engineering practices dictate in order to serve the lot in question and other lots in the subdivision. When an owner of two or more lots consolidates a lot it shall not be subject to the aforementioned side line ten (10) foot easement along the line common to both lots. The owners of the lots in the subdivision shall have no cause of action against DVA either at law or in equity, by reason of any damage caused to lots in the installation, operation or maintenance of the above mentioned utilities except in the case of gross negligence on the part of the contractor or builder.

8. All riparian rights of every kind and nature are retained by DVA. The right of access to Doe Valley Lake on which any of the lots in Doe Valley Subdivision front is retained by DVA. The dedication of any private or public ways and easements or the granting or sale of licenses or privileges shall in no way impair such rights of access and all other riparian rights. The area to which said riparian rights are deemed to extend shall be that area below a line, which is at an elevation of four hundred ninety (490) feet above sea level.

9. DVA retains the right to use/and/or control the use of Doe Valley Lake, the water therein and boating and other recreational privileges, as well as any and all commercial or other usages. No deed to any lot shall be deemed to convey any tangible or intangible property rights to the water, the use thereof, or any boating or recreational privileges.

10. DVA grants to each respective waterfront lot owner as an appurtenance, the right-of-way across the land, from the lot to lake for the purpose of permitting the purchaser access to the lake reservoir for recreational purposes, erecting of docks and other structures on the land consistent with use of lake for recreational purposes. Nothing herein shall be construed as granting to the lot owner any riparian rights in the lake or the waters thereof. Construction of structures on the land shall be approved and limited by DVA. Limited community-use areas, adjacent to waterfront lots as noted on record plat, are restricted to pedestrian easement and no community fishing or water activities from or within this area is allowed.

11. Every lot owner is hereby placed on notice that DVA has a contract with Monument Corporation for the furnishing to that corporation of certain volumes of water and the requirements of supplying such water within the terms of such contract, as it presently exists or may be amended in the future, may be carried out without the creation of any claims for damages or other obligations to any lot owner.

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12. The owners of lots in all sections of Doe Valley Subdivision shall not apply for or incorporate any city or other municipal corporation or annex any properties of Doe Valley to any existing city or other municipal corporation without the written consent of DVA.

13. The right to install utility services, including, but not limited to, water, sewer, gas, electric and telephone services, in the streets and easements shown on the recorded plat is retained by DVA. Such installations shall not become the property of the owner of any lot on which such streets or utility easements may abut, but shall be and remain the property of and DVA in title and shall be subject to ingress and egress for all purposes. DVA shall have the right to establish and collect reasonable charges for all such utility services as are furnished.

14. No living tree eight inches or more in diameter may be cut without prior permission of DVA. During construction, trees should only be cleared 15 feet beyond the footprint of the house but not extending beyond the property lines.

15. All driveways must be hard-surfaced (i.e., concrete, brick, pavers or asphalt). Driveways must be completed within 24 months from issuance of the Doe Valley building permit or the builder forfeits the clean-up deposit. After 24 months an additional fee may be imposed. Homeowners must be aware of the fact that any landscaping or structure, including mailboxes, which are placed on an easement, may be removed at any time by DVA if required for safety or infrastructure maintenance.

16. These restrictions and covenants shall run with the land, and shall bind purchasers, their heirs, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants and agreements contained herein shall continue until January 1, 2023, as amended by Agreement to Declaration to restrictions dated December 8, 1987, and recorded in Miscellaneous Book 3, Page 697 through 700, in the office of the Clerk of the County Court of Meade County, Kentucky, after such time said covenants in whole or in part; provided however, than any covenant or covenants herein contained may be modified, altered or removed at any time, by recording a written instruction in the Office of the Clerk of the County Court of Meade County, Kentucky, signed by the DVA Board of Directors and two-thirds majority of votes cast by current property owners. Provided, however, that no changes shall be made which violate the purposes set forth in Restrictions No. 1, No.2, No. 6, and No. 8 through No. 12, inclusive. Invalidation of any one or any part of one of the foregoing covenants or restrictions by judgment or court order shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

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DVA may from time to time establish different or special restrictions restrictive covenants and conditions for certain areas and lots of Doe Valley Subdivision. Such restrictions, covenants and conditions may be in addition to or in lieu of the above specific recorded restrictions.

Amended and adopted: Scheduled to be adopted after member vote: week of 09 April 2018

Lloyd McCollum, President

Gregory Hurt, Secretary

Stuart Pepper
Vice President of Finance

Terry Mattingly
Vice President of Operations

Eddie Sipes
Treasurer