

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PEMBROOKE PLACE SUBDIVISION, PHASE II**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Pembroke Place are made and imposed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by HC Development, LLC, a Kentucky Limited Liability Company with Post Office Address at 520 Joe Lyvers Road, Bardstown, KY 40004 ("Developer");

WHEREAS, Developer is the owner of certain real property in Nelson County, Kentucky, which is to be developed as a residential subdivision;

NOW THEREFORE, Developer hereby declares that all the property described in this instrument, shall be held, sold, and conveyed subject to the following easements, restriction, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants, and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.1 Subject Property.** The real estate to which this Declaration shall apply is that certain Subdivision known and identified as Pembroke Place, Phase II, Lots 36 through Lot 39 and Tract A, inclusive (collectively referred to as the "Lots", and individually as a "Lot") as shown upon the Plat thereof appearing of record in Plat Cabinet 21, Slot 179, which Developer acquired title by deed of record in Deed Book 568, page 501, all recorded in the Office of the Clerk of Nelson County, Kentucky.

**ARTICLE II - USE RESTRICTIONS**

**Section 2.1 Primary Use Restrictions.** Except as otherwise expressly provided in this Declaration, no Lot within the Subdivision shall be used except for private single- family residential purposes, without the prior written approval of Developer. No structure shall be erected, placed, altered or permitted to remain on any Lot except one single-family residential dwelling designed for occupancy by one family (including a domestic servant living on the premises), not to exceed three (3) stories in height, unless approved otherwise by Developer, in its sole discretion, and permitted by applicable law. Provided further, however, that the Developer may permit the construction, placement, and maintenance of an outbuilding or outbuildings on any one lot within the Subdivision, in the exercise of Developer's absolute and unfettered discretion. All proposals for the construction, placement and/or maintenance of an outbuilding upon a lot within the Subdivision shall be in writing conforming to the requirements of Article III and Section 3.1 of this Declaration below and shall require the prior written approval of the Developer as to the location, size, design, roof pitch, exterior material, and other criteria deemed appropriate by Developer.

**Section 2.2 Further Subdivision Restricted.** No Lot within the Subdivision shall be further subdivided, or its boundary lines changed, without the prior written approval of the Developer, in its sole discretion, in addition to any approvals required by applicable governmental authorities. All Lot owners are hereby informed that Developer has the express right, in its sole discretion, to subdivide, re-plat and/or alter the boundary line of any Lot owned by Developer, provided that any such division, boundary line change, or re-platting shall not be in violation of applicable subdivision and zoning regulations.

**Section 2.3 Nuisances.** No noxious or offensive trade or activity shall be conducted, carried on, or permitted to exist upon any Lot, nor shall anything be done on any Lot, or otherwise within the Subdivision, which may be or may become an annoyance or nuisance to the residents of the Subdivision or to Developer.

**Section 2.4 Restrictions On Vehicles And Parking.**

- (a) No trailer, large truck (excluding private, non-commercial pick up trucks and sport utility vehicles), commercial vehicle, camper, camping vehicle, recreational vehicle, construction equipment, bus motor home, boat or inoperable vehicle shall be parked or kept on any Lot at any time unless housed in an enclosed garage or basement, except as may otherwise be acceptable to Developer in its sole discretion.
- (b) No vehicle or other object may be parked on Subdivision streets for any continuous period in excess of ten (10) hours during any one calendar day, or for an aggregate period in excess of twenty-four (24) hours in any one calendar year.
- (c) Vehicle maintenance within the Subdivision shall be limited to routine maintenance, care and upkeep and shall be conducted within a garage or on a driveway immediately adjacent to the garage.
- (d) No vehicle or other similarly mobile object (i.e., sport utility vehicle, recreational vehicle, camper, boat, trailer, etc.), as determined by Developer in its discretion, may be parked on any lot in the Subdivision, other than on a paved driveway or within a garage, unless otherwise approved in writing by Developer, in its sole discretion.

**Section 2.5 Animals.** No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning those domestic pets traditionally recognized as household pets in the geographic area encompassed within Nelson County, Kentucky) may be kept in the residence on a Lot, provided that they are not kept, bred or maintained for any commercial or breeding purposes. In the case of dogs, cats and other household pets, no more than two (2) of each may be maintained on any Lot without the prior written approval of the Developer, in the exercise of its sole discretion. All such pets shall always be kept under the control of the owner of same and shall not be allowed to roam free and/or unrestrained off of or outside of the owner's Lot. No dog pens, dog houses, kennels or other outdoor animal shelters or containment areas shall be permitted on any Lot within the Subdivision without the prior written approval of Developer, including approval of the type, quality, design, exterior treatment, location and character of such animal shelters or containment areas, in Developer's sole discretion.

**Section 2.6 Gardens.** Clothes Lines and vegetable gardens located behind the residence are permitted. Flower gardens are permitted.

**Section 2.7 Fences & Walls.** In addition to the requirements of Section 3.1 of this Declaration pertaining to the approval of structures, all fences, walls and other enclosures shall be subject to the following restrictions:

- (a) No fences, walls, hedge rows or other enclosures of any type shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the front wall(s) of the residence located thereon without the prior written approval of the Developer as to design, height, materials, location, and other factors deemed appropriate by Developer, in its sole discretion. As a general rule, fences or other enclosures in excess of six (6) feet in height will not be permitted, except upon written approval of the Developer, in its sole discretion.
- (b) All fencing materials, designs and location must be approved by the Developer prior to the construction of same upon any Lot. No wire or chain link fences are permitted on any Lot without the prior written approval of the Developer, in its sole discretion.
- (c) All fences and walls shall be constructed so that the finished side thereof, as determined by Developer, shall face away from the Lot upon which the same is constructed.
- (e) Developer reserves the right (but without obligation to do so) unto itself and its successors and assigns to place a fence on the outer perimeter of the Subdivision, or to replace existing fences, all of which fences shall thereafter be maintained and repaired by the adjacent Lot owners.

**Section 2.8 Satellite Dishes & Antennae.** No satellite dishes, television or radio antennae, microwave or other receivers and/or transmitters, or any similar devices shall be erected, placed or permitted to remain on any Lot within the Subdivision unless written plans indicating the design, placement, size, materials and screening of the same are approved in writing by Developer, in its sole and absolute discretion. Exterior "satellite dishes" exceeding two (2) feet in diameter will not normally be permitted on any Lot. Upon being given notice by the Developer that any improvement described in this paragraph is objectionable, the owner of the Lot upon which the same is located shall immediately remove the same, or have the same modified in such a manner that it is no longer objectionable to Developer.

**Section 2.9 Exterior Lighting.** No exterior lighting, including recreational or security lighting, which is determined to be a nuisance or objectionable by Developer, shall be installed, maintained or permitted to remain on any Lot. Upon being given notice by the Developer that any exterior lighting is objectionable, the owner of the Lot upon which the same is located shall immediately remove said light or have the same shielded in such a way that it is no longer

objectionable to Developer.

**Section 2.10 Yard Ornaments.** No yard ornaments, decorations or other similar objects, which are determined to be unsightly, a nuisance, or otherwise objectionable by Developer shall be installed, maintained or permitted to remain on any Lot.

**Section 2.11 Building & Lot Maintenance.** All lots, buildings and other improvements thereon shall be kept in a clean, safe and orderly manner, free from weeds and trash, and shall be maintained in good condition and repair. Individual Lots, and all vegetation and landscaping thereon, shall be mowed, trimmed and maintained with sufficient regularity so as to keep them neat, clean and attractive in appearance and compatible with a well-groomed residential area. Should any Lot owner fail to maintain a Lot in the manner provided in this paragraph above, the Developer may take such action as it deems appropriate, including, without limitation, mowing the Lot and removing any rubbish or debris located thereon, in order to make the Lot neat and attractive, and the Lot owner shall immediately upon demand reimburse Developer or other entity performing such work for all expenses incurred in doing so, together with interest at the rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided elsewhere in this Declaration.

**Section 2.12 Temporary Structures: Underground Houses.** No mobile home, house trailer, trailer, tent, shack, storage shed, modular structure or other temporary structure, and no underground houses, shall be erected, altered, placed or permitted to remain on any of the Lots comprising said Subdivision, nor shall any such structure be used as a temporary or permanent residence within said Subdivision. Notwithstanding the preceding, the Developer and such other developers, contractors and builders as Developer may grant written permission, shall be permitted to maintain such temporary tool sheds, field offices and sales offices within the Subdivision as may be reasonably required for development and construction, any and all of which shall be removed within thirty (30) days of receipt of written notice by Developer.

**Section 2.13 Commercial Activities.** No trade, business or commercial activity shall be conducted upon any Lot other than those activities of the Developer and any builders and contractors associated with the development, construction, maintenance and sale of the properties, the residences to be located thereon and related activities, unless otherwise approved in writing by the Developer. Notwithstanding the provisions hereof or of Section 2.1 of this Declaration, a new residence may be used by the builder thereof as a model home for display of the builder's work within the subdivision or for the builder's own office or, with Developer's approval, realtor's office, provided said use terminates within twelve (12) months from completion of such house by the builder, or at such other time as may be determined by Developer, and provided further that such use otherwise conforms to this Declaration and/or such rules as Developer may from time to time issue.

**Section 2.14 Signs.** No signs of any kind may be displayed on any Lot except one neat and attractive sign advertising the property for sale or lease, which sign shall not be greater in area than five (5) square feet, and which shall be acceptable in condition, format, appearance and content to Developer. Signs used by the Developer to advertise the property during the construction and

sales period or to advertise the Subdivision; Developer signs designating the Lot number and indicating the name of a purchaser of a Lot and/or the fact that it has been sold; and, Developer approved numbering and lettering indicating the street address and occupant of a residence, shall be exempt from the provisions of this Paragraph.

**Section 2.15 Drilling & Mining Operations.** No oil, gas, or other mineral drilling, development, refining, exploration, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained., or permitted upon any Lot.

**Section 2.16 Waste Removal.** No junk vehicles, vehicles undergoing repair or maintenance, garbage, trash or other waste shall be kept or permitted to remain on the premises, with the exception of that trash and garbage generated by normal residential use which shall be kept in clean, well-maintained sanitary containers, subject to all laws and regulations applicable to the same, prior to regularly scheduled removal.

### **ARTICLE III - ARCHITECTURAL CONTROL**

**Section 3.1 Approval of Construction & Landscape Plans.** No clearing or grading of any Lot shall be permitted, and no building, fence, wall, structure or other improvement shall be erected, placed, altered or permitted to remain on any Lot within the Subdivision, until the Lot owner has submitted, and the Developer has approved, in writing, in the exercise of its sole and absolute discretion the following: (i) a Lot grading plan showing proposed clearing limits, grading and house location and orientation, and the location and size of the proposed driveway, sidewalks, pools and any other proposed improvements or structures; (ii) construction plans, drawing, specification and other detailed plans as may be required by Developer showing the design of the structure or other improvement, the grade elevations, including the front, rear and side elevations, and location of the structure, fence, wall or improvement; (iii) the type of exterior material for all structures specifically including, without limitation, the type, size, color and specifications for all brick, stone, siding and roof shingles; and, (iv) the type of material to be used for construction of the driveway which shall be of asphalt, concrete or such other material as may be approved by Developer. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations and specifications as shown on the plat of said subdivision.

**Section 3.2 Building Materials.** The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer, or a combination of the same, and shall extend to finished grade level Any and all retaining walls extending beyond the exterior residential structure walls shall generally be the same material as the exterior residential structure walls, and extended to finish grade level, unless otherwise approved in writing by Developer. All roof shingles, including variation in the minimum specifications set forth herein, shall be approved by the Developer in writing. Chimneys shall be of masonry construction, unless otherwise approved in writing by the Developer.

**Section 3.3 Dwelling Size.** The required minimum square footage of finished living area

for the primary permanent residential structure to be located on any Lot within the Subdivision, measured from outside of the exterior walls, shall be as follows:

All dwellings must have a minimum first floor area of 1,600 square feet. The minimum area requirement set forth in this Section above shall be exclusive of garages, basements, attics, carports, breezeways, porches and patios, and shall be subject to variance only upon the receipt of written approval from the Developer, in its sole and absolute discretion.

**Section 3.4 Roof Pitch**. The roof pitch of any residential structure including dormers shall not be less than a plane of seven inches vertical for every plane of twelve inches horizontal for structures with one or more stories; or such other planes and/or pitches as shall otherwise be approved by Developer, in its sole and absolute discretion.

**Section 3.5 Garages** All dwellings constructed within the Subdivision shall have a rear entry or side entry garage which is attached to, or otherwise incorporated within, the residential dwelling. All garages must provide storage space for a minimum of two passenger automobiles; must include one sixteen foot (16') wide door or two eight foot (8') wide doors; and, shall be given the same architectural treatment, and be constructed of the same materials, as the main structure. Notwithstanding any other provision of this Section to the contrary, at the discretion of, and upon written approval by, the Developer, detached garages may be permitted in addition to, the attached garage provided for in this Section above, subject to such conditions and requirements as the Developer may choose to impose, in the exercise of Developer's sole and absolute discretion.

**Section 3.6 Retaining Walls**. All retaining walls upon any Lot shall be faced with brick or stone or other materials, as approved by Developer in accordance with Section 3.1 of this Declaration.

**Section 3.7 Mailboxes**. All mailboxes and/or paper holders shall be constructed of material acceptable to Developer the mailbox or paper holder shall be black in color and shall be subject to the prior written approval of the Developer as to the design, material, construction and location of the same.

**Section 3.8 Utilities**: Screening of HVAC Units & Utility Areas. All utility lines, conduit, pipes and wires for the transmission of utility services, of every kind and character, including but not limited to, electric, telephone, cable television, gas, water and sewer, to any structure within the Subdivision shall be constructed, placed and maintained underground by the Lot owner and/or the company providing utility services, at a location and such manner as determined by Developer and the applicable utility provider. All heating, ventilation and air conditioning equipment, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer, in its sole discretion, in the manner provided by Article III of this Declaration.

**Section 3.9 Driveways & Culverts**. All Lots in the Subdivision shall have a paved entryway, constructed of asphalt, or concrete, from the public access road/street to the residential dwelling prior to occupancy of the premises, or as soon thereafter as weather permits

construction of same. All driveways shall be a minimum of ten (10) feet in width, unless otherwise approved in writing by Developer, in its sole discretion. In the event a road culvert is to be constructed upon a Lot, the design of the same must be submitted to Developer for review and written approval. All such roadway culverts shall be constructed with suitable material as may be approved by Developer.

**Section 3.10 Sidewalks.** In the event that sidewalks are mandated by appropriate governmental authority, each Lot owner shall cause a concrete sidewalk (or sidewalk of such other material as may be approved by Developer in its sole discretion) to be constructed on the Lot at the location and elevation, and pursuant to specifications, approved by Developer and otherwise in accordance with all applicable governmental requirements, specifically including, without limitation, the installation of required curb cuts and extensions to paved streets adjacent to the Lot, which sidewalk shall be completed within thirty (30) days from the date that construction of a residence upon the Lot is completed, or as soon thereafter as weather conditions permit, as determined by Developer. Any such sidewalk shall thereafter be maintained in good condition and repair by the Lot owner, regardless of whether the sidewalk is located on the Lot or within a right-of-way and/or easement adjacent to the Lot.

**Section 3.11 Construction Completion.** Construction of all houses upon Lots in the Subdivision, including driveways, must be completed within twelve (12) months of plan approval by the Developer, unless otherwise approved in writing signed by Developer.

**Section 3.12 Duty to Repair or Rebuild.** Each Lot owner, at its sole cost and expense, shall maintain any residence and other structure located upon any Lot in good condition and repair, comparable to the condition of such residence or structure at the time of its initial construction. In the event that all or any portion of a residence is damaged or destroyed by fire or other casualty, the Lot owner shall, with reasonable diligence, promptly repair, rebuild or reconstruct such residence to its condition immediately prior to the casualty, or in such other manner as may be approved in writing by Developer.

**Section 3.13 Subdivision Easements.** All Lots located within the Subdivision are subject to all easements for roads, streets, utilities and drainage as indicated upon the recorded plat of the Subdivision or of record, and each owner grants to the respective utility companies' rights of ingress and egress over said easements, at any and all reasonable times, for purposes of the construction, maintenance, repair and replacement of all such utilities.

**Section 3.14 Construction Activities.** During the construction of any permitted structure upon or other improvement to a Lot, the lot owner and contractor responsible for such construction shall be fully responsible for the following:

- (a) All debris including, but not limited to, trees, branches, trimmings, clippings, rock, organic material and excess soils not to be incorporated into finished construction shall be promptly removed from the Lot and Subdivision. Excavated basement subsoil must also be removed from Lot and Subdivision.
- (b) All construction activities shall be confined to the Lot upon which such improvement

is being made and shall not encroach for any reason upon any other Lot within the Subdivision.

- (c) Drainage, runoff and erosion shall be controlled within the confines of the Lot upon which such improvements are being constructed.
- (d) All disturbed areas must be seeded or sodded within ninety (90) days of occupancy of the residence, and adequate ground cover established and thereafter maintained, unless otherwise approved in writing by the Developer, in its sole discretion.
- (e) Contractors shall be responsible for keeping roads free from mud, dirt or other debris and must promptly remove same. If not promptly removed, Developer may remove same at Contractor's expense.
- (f) During construction all Contractors must have a dumpster on site sufficient in size to contain all construction debris. Dumpsters shall be removed and emptied as often as necessary so as not to allow the accumulation of such debris on any Lot.
- (g) Contractors shall each post bond of \$5,000.00 payable to Developer, in a form acceptable to Developer, to indemnify Developer for any damage to the roads within the Subdivision, caused by the Contractors prior to Nelson County taking the Subdivision roads into the Nelson County Road System.

#### ARTICLE IV - GENERAL PROVISION

**Section 4.1 Legal Compliance.** Notwithstanding any of the covenants, conditions and restrictions contained herein, or the prior approval of the Developer, all buildings, structures and other improvements erected upon any Lot within the Subdivision shall conform in all respects to the rules and regulations of the planning and zoning commission of Nelson County, Kentucky, and all other applicable laws, ordinances, building codes, rules and regulations.

**Section 4.2 Assignment of Developer Rights and Authority.** Developer may from time to time assign all or any portion of its rights or obligations under this Declaration, including rights of approval, whether on a permanent or temporary basis.

**Section 4.3 Restrictions Run with Land.** These covenants, conditions and restrictions are to run with the land and shall be binding on all persons or other entities claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by the then owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change this Declaration in whole or in part. The failure of Developer or any Lot owner to demand or insist upon the observance of any of the restrictions, covenants and conditions set forth herein shall not be deemed a waiver of past or future violations or the right to seek enforcement of the terms hereof.

**Section 4.4 Enforcement.** Enforcement of these restrictions may be had by proceedings

at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, or both, and may be maintained by the Developer or by the owner of any Lot within said Subdivision. In the event of any violation of the restrictions, covenants and conditions set forth herein, the Developer or a Lot owner may notify the offending Lot owner of the violation and demand correction thereof. In the event that the Lot owner fails to comply with the provisions hereof within thirty (30) days after receipt of notice, the Developer shall have the right to re-enter and correct the violation and the cost of correcting such violation shall be paid by the Lot owner to the Developer upon demand. In the event a Lot owner shall fail to remedy any violation of the restrictions, covenants and conditions set forth herein within the time period specified above, or shall fail to reimburse the Developer the costs of correcting any violation, then the Developer or owner on any other Lot within the Subdivision, as the case may be, shall be further entitled to recover all reasonable costs and expenses, including reasonable attorneys fees, incurred in the enforcement of the terms heretofore collecting any amounts past due.

IN WITNESS WHEREOF the Developer has hereto subscribed its name on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HC Development, LLC, Developer

---

By: Brad Hurst, Member

---

By: James D. Cross, Member

COMMONWEALTH OF KENTUCKY  
COUNTY OF NELSON

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by Brad Hurst, Member of HC Development, LLC who acknowledged that he signed this document as his own free act and that he is known to me or if not known to me presented satisfactory evidence that he is the person described in and who executed this document.

---

Notary Public KY State at Large

---

Notary Printed Name & ID#  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF NELSON

91

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by James D. Cross, Member of HC Development, LLC who acknowledged that he signed this document as his own free act and that he is known to me or if not known to me presented satisfactory evidence that he is the person described in and who executed this document.

---

Notary Public KY State at Large

---

Notary Printed Name & ID#

My Commission Expires: \_\_\_\_\_

This document prepared by:  
McCoy, Hiestand & Smith, PLC  
114 South Third Street  
Bardstown, KY 40004

---

D. Chad McCoy

10.