

**COVENANTS, CONDITIONS, AND RESTRICTIONS
APPLICABLE TO
VINEYARD ESTATES**

General. These Covenants, Conditions, and Restrictions Applicable to Vineyard Estates shall apply to the property conveyed to Eipert-Nicely Development, LLC in Deed Book 610, page 342 in the Madison County Clerk's office. These Covenants, Conditions and Restrictions may be referred to hereinafter as "Restrictive Covenants." The property to which the Restrictive Covenants apply may be referred to hereinafter as "the property" or "Vineyard Estates".

**ARTICLE 1
USE AND DEVELOPER**

Section 1.0 **SUBDIVISION OF PROPERTY.** The property will be subdivided into multiple phases consisting of approximately sixty-seven (67) lots, which will be reflected on Final Plat(s) of Vineyard Estates recorded in the Madison County Clerk's office. The name of the subdivision shall be **Vineyard Estates**. Any plat recorded by Developer shall be subject to these Restrictive Covenants despite number of lots or phases cited herein.

Section 1.1 **SINGLE FAMILY RESIDENTIAL.** The property shall be subdivided, improved and used only for single family residential housing. The building line on all single family lots shall be shown from the private or public right-of-way on the plat to be recorded in the Madison County Clerk's office. Bay windows and steps may project into said areas not more than five feet (5') and no closer than twenty-five feet (25') from said right-of-way. A minimum of a twenty-five foot (25') building line restriction is required on all front and back property lines. A minimum of a fifteen foot (15') building line restriction is required for all side property lines.

Section 1.2 **USE VIOLATIONS.** Any use not specified in Section 1.1, or any use which constitutes a nuisance or which is noxious or offensive for the reason of the emission or creation of unreasonable fumes or noise, or may be or become an annoyance or nuisance because of unsightliness is hereby prohibited, and is subject to the penalties described herein and in the local zoning ordinances or other pertinent local codes and ordinances of Berea and Madison County, Kentucky.

Section 1.3 **DEFINITION OF DEVELOPER.** For the purpose of these covenants, conditions, and restrictions applicable to Vineyard Estates subdivision, the term "Developer" shall mean Eipert-Nicely Development, LLC. At such time that the Developer relinquishes its powers to the Homeowners Association, hereinafter defined, all references to "Developer" shall then refer to the Homeowners Association.

ARTICLE 2
APPROVAL OF IMPROVEMENTS

Section 2.1 **DEFINITION OF IMPROVEMENTS.** Improvements shall include, but are not limited to: the building or erection of structures and additions to structures, driveways, fences, walls, hedges, landscaping, mass planting, poles, swimming pools, lighting, trees, and other accessory structures of any types.

Section 2.2 **APPROVAL OF CONSTRUCTION PLANS.** The Developer shall approve all contractors/builders and construction plans prior to commencement of construction. No construction activity of any kind, including excavation or lot clearing, shall begin until Developer has approved the builder and the construction plans in writing. Additionally, no building, fence, wall, structure or other improvements shall be erected, placed or laid on any lot until the construction plans, specifications and a plan showing the grade elevations and location of the structure, fence, wall or improvement, the type of exterior material and the driveway have been approved in writing by Developer.

One complete set of the plans and specifications shall be delivered to and may be retained by the Developer. The detailed plans and specifications shall include all details of construction and materials including color details of building materials such as brick, windows, siding, paint to be used on the exterior, and the style of roof shingles. Said details must be submitted before the Developer will issue written approval or permit commencement of work. All required approval or rejection shall be made by the Developer or his representative in writing within ten (10) days after receipt of the plans and other information required or same shall be considered approved.

Section 2.3 **APPROVAL OF LANDSCAPE PLANS.** In addition to the construction plans referred to in Section 2.2, a landscape plan shall be submitted to the Developer for approval in writing, which plan shall show the trees, shrubs, rocks, yard ornaments and other plantings then existing or to be placed or planted on the lot. Each landscape plan for a lot submitted to the Developer shall show that the lot has or will have a minimum of two trees (at least 2 inches in diameter) in the front yard of the lot and a minimum of eight shrubs on the front side of the house. The landscaping plan submitted to the Developer for approval shall include the following requirements:

- a. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise extended by Developer for cause.
- b. No shrubbery walls or hedges shall be placed near any street or in front of any house. Corner lots may submit landscape plans to Developer with minor variance for approval.
- c. All front and side yards must be completely sodded upon completion of

construction. Written consent to vary from this requirement due to weather conditions must be obtained from Developer.

d. Lots in excess of one (1) acre can submit request for reduction in sod requirement based on shape, size and layout of the house. Written consent from Developer must be obtained.

e. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

Section 2.4 **MINIMUM REQUIREMENTS**. Plans submitted for approval by the Developer shall include a plot plan and driveway location(s). The construction plans shall include front, side and rear views when available or as requested by the Developer.

The following are required minimum square footages for the primary residential structures on all lots of the Property:

(1) A one (1) story home shall have a minimum of 1,600 square feet, on the ground floor, excluding square footage of garage.

(2) A one and one-half (1 1/2) story home shall have a minimum of 1,800 finished square feet, a minimum of 1,100 square feet of which must be on the ground floor, excluding square footage of garage.

(3) A two (2) story home shall have a minimum of 1,100 finished square feet on the ground floor, excluding square footage of garage.

(4) Split entrances or foyers are prohibited and other multi-levels are not encouraged but may be approved in writing by the Developer based on unique design and suitable lot elevations.

(5) Roof pitch on all structures shall be a minimum of 7/12.

(6) In computing total square footage, unfinished basements, garages, and open porches shall not be included.

ARTICLE 3 CONSTRUCTION

Section 3.1 **MATERIALS PERMITTED**. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials (such as wood, stucco or some vinyl siding) may be attractive and innovative and reserves the right to pre-approve, in writing, the use of other exterior building materials. Any and all

retaining walls extending beyond the exterior residential structure walls of a brick or stone residence shall be the same material as the exterior residential structure walls, or otherwise be pre-approved in writing by the Developer. All roof shingles shall be of architectural design/dimensional in nature. All roof shingles or other types of roof material, including variation in the minimum specification standards, shall be approved by the Developer in writing. Barns may not be constructed for any purpose other than for shelter and care for horses and approval must be obtained in writing by Developer. Construction for horse barns shall be constructed of wood or metal and shall be approved in writing by the Developer prior to construction.

Section 3.2 **APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES.**

The following requirements are applicable:

- a. Garages, Carports, Driveways and Sidewalks. All lots shall have at least a two car garage. All detached garages must be approved by the Developer. Garages, as structures, are subject to prior plan approval. All detached garages shall be the same material as the exterior residential structure walls and roof, unless otherwise pre-approved in writing by the Developer. No carport shall be constructed on any lot in Vineyard Estates. All driveways must be paved with concrete and must be completed within three (3) months of completion of the residence. Each lot owner shall be responsible for installing and maintaining a four foot wide concrete sidewalk running the entire width of lot at a distance from the curb as shown on said plat above and/or as determined by the Developer. Each sidewalk shall be placed in such a manner as to be compatible with existing curbs, driveways, and uniform with joining sidewalks. No coloring, staining or stamping of design of concrete sidewalks or driveways shall be permitted. Composite concrete with pea gravel is acceptable.
- b. Fences. No fence, wall, or barrier of any nature may be extended toward the front or street side property line beyond the rear corner of the residence. All fences shall be restricted to the rear of the residence. All fences are subject to written approval by the Developer.
- c. Swimming Pools. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure or building line. ABOVE GROUND POOLS ARE PROHIBITED.

d. Tennis Courts. No tennis court shall be constructed without prior approval of the Developer. Any tennis court approved by the Developer shall not extend beyond the primary permanent residential structure or building line. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court.

e. Playgrounds, Camping. No playground or recreational equipment or facilities of any type shall be erected in front or on the side yard of any lot. Corner lot owners must obtain written approval from Developer before erecting any equipment in its rear yard where property adjoins the front or side yard of another property owner. Basketball goals on street or curb are prohibited.

f. Air Conditioning and Utility Areas. Air conditioners, utility equipment and utility meters, except water meters, shall be at the rear of the residence; however, if impossible or causes a hardship, they may be located in the side yard provided they are screened from public view through landscaping or other fencing material, which screening must be pre-approved in writing by the Developer, and shall be located as far from property lines as reasonably possible. Window air conditioner units shall only be permitted: (1) on the back of a structure; (2) when no other Vineyard Estate property owner can see the unit from his/her property; and (3) when the screening used to shield the view of the unit is pre-approved in writing by the Developer.

g. Mailboxes. All mailboxes shall be of uniform architectural design and shall be constructed of the same brick or stone as the main residential structure on the lot.

h. Television, Radio and Satellite Dishes. No satellite dish, television, radio or other receiving tower or dish shall be erected or placed in the front or on the side yard of any residence, unless pre-approved in writing by the Developer. No satellite/direct television dish larger than twenty (20) inches in diameter, television, radio or other receiving tower or dish may be erected or placed on any lot without prior written approval from Developer.

i. Clotheslines. No outside clothesline shall be erected or placed in front or on the side yard of any residence.

j. Signs. No sign that is larger than four (4) square feet shall be displayed on any lot. All signs, with the exception of For Sale or For Rent signs, are subject to removal by Developer.

k. Temporary Structures. No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or the Developer; any such sheds or offices shall be removed when

the construction or Development has been completed.

l. Lighting. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot on which light is found to be objectionable by the Developer. Upon being given notice by the Developer that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that is no longer objectionable.

m. Outdoor Wiring. No lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television, and radio signals, shall be constructed, placed or maintained anywhere in or upon the lots, except for the electric, telephone, and other utility and sewer service placed on public utility easements by the Developer, unless these shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements. Electrical transformers and junction boxes should be properly screened where possible. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

ARTICLE 4 MAINTENANCE DURING CONSTRUCTION

During construction, property owners shall be responsible for the following:

Section 4.1 **BUILDING MATERIAL**. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Developer shall have the right to reenter the property for the purpose of removing such debris at the expense of the owner of the lot. No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site. Runoff and erosion shall be controlled on site during construction while the site is disturbed.

Section 4.2 **DAMAGE TO DEVELOPMENT**. Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or road serving the Development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including but not limited to builders and owners. This paragraph shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer. Street curbs shall not be cut, for any

reason except for driveways, including to run drain lines.

Section 4.3 **NO TEMPORARY STRUCTURE.** No building or structure of a temporary character, including but not limited to, any trailer, basement, tent, shack, garage, barn or other building other than the residence building shall be used upon any lot in the Development at any time as a residence, either temporarily or permanently; nor shall any trailer, tent, shack, or barn or attached vehicle be used and/or maintained upon any lot in the Development at any time, either temporarily or permanently. Temporary tool sheds and/or field offices used by builders and/or developers shall be permitted but shall be removed when the construction has been completed.

Section 4.4 **EXISTING LIVING TREES.** No existing tree shall be cut or removed without prior written approval from the Developer.

Section 4.5 **DIRT & ROCK.** All dirt and/or rock excavated and not used on the lot from which removed, may be deposited within the Development upon permission by the Developer at a location selected by Developer. However, the Developer shall have the right to refuse such fill and, in such a case, fill must be disposed of by the owner of the lot from which it was removed.

Section 4.6 **COMPLETION.** All construction shall be completed within nine (9) months from the date construction begins, unless otherwise approved in writing by the Developer.

ARTICLE 5 UTILITIES

Section 5.1 **UNDERGROUND.** Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.

Section 5.2 **DECORATIVE STREET LIGHTING.** All street lighting in the Development shall be of uniform architectural design approved by the Developer and applicable utilities provider.

ARTICLE 6 DRAINAGE

Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof down spouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with watertight joints in accordance with plumbing code requirements.

ARTICLE 7
EASEMENTS

Easements for installation and maintenance of utilities may be reserved over each lot by deed or as shown on plat. Within these easements, no structure, planting, or other material shall be placed or prevented to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE 8
VEHICLES

No trailer, tractor-trailer truck, camper trailer, camping vehicle, boat or construction equipment shall be parked or kept on any lot at any time unless said vehicle is placed completely out of view from the street or the yard or residence of all other property owners in Vineyard Estates. No inoperable vehicle shall be parked on any lot or street unless housed in a garage.

OFF STREET PARKING ENFORCED. No operable vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) consecutive hours. No property owner or other household resident shall park on the street for a period to exceed seventy-two (72) hours in any one calendar year. Any guest of property owner staying more than three (3) consecutive days in Vineyard Estates shall not park on the street for more than those three (3) consecutive days and can do so no more than twice in any one calendar year. Parking shall be minimal on the streets of Vineyard Estates.

ARTICLE 9
DISPOSAL OF TRASH

No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish, or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. Developer reserves the right to remove any trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section. Garbage cans and other similar items on any lot shall be located or screened so as to be concealed from view from the street and in keeping with the neighborhood. Trash on private property shall be prohibited as described in City Ordinance 53.007.

ARTICLE 10
GARDENS

If property adjoins another lot in Vineyard Estates, vegetable gardens or cultivation must be confined to the rear of the lot. Vegetable gardens or cultivation will not be permitted until after the erection of a residence. No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence. All corner lot property owners must obtain pre-approval in writing from Developer for vegetable gardens or cultivation.

ARTICLE 11
ANIMALS

No pets, other than the traditional domestic animals in this geographic area (i.e. dogs, cats, birds) shall be housed or kept on any lot. No pets, including traditional domestic animals, shall be kept for any commercial or breeding purposes. There shall be no more than three (3) traditional pets kept on any lot unless approved in writing by Developer. No housing for pets shall be erected or placed in front or in the side yard of any residence. Pets shall always be under the control of the owner within an enclosed area and not permitted to run freely or to run upon other lots. No dogs shall be tied on any lot unless approved in writing by Developer. Dog kennels and dog runs of any nature are prohibited. All dog owners are subject to the City of Berea ordinance regarding dogs.

HORSES. Any lot greater than 1.5 acres in size is permitted to have two (2) horses. Any property owner owning adjoining lots may combine the acreage of all adjoining lots for calculations under this Article 11. All lots are subject to the city ordinances regarding horses.

ARTICLE 12
OWNER'S OBLIGATION TO MAINTAIN PROPERTY

Section 12.1 **PROPERTY MAINTENANCE.** The owner and occupant of each lot shall maintain its lawn in a first-class manner; at no time during or after construction shall any trash, dirt, clipped weeds, grass or debris of any type be placed, wasted or deposited on any lot (vacant or otherwise) by the owner, occupant, his, her, or its contractor or subcontractors or others. In default thereof, the Developer or their assigns, may enter such lot to cut grass and/or weeds and/or remove any debris and/or perform any other appropriate maintenance work, and collect its costs of labor and material, plus twenty-five percent (25%) from the owner and occupant of such lot. Any such waste shall be kept by the owner in sanitary containers.

Section 12.2 **RESTRICTION OF IN-HOME BUSINESS.** No resident shall operate an in-home business which increases traffic within the Development.

ARTICLE 13
DIVISION OF LOTS AND ACCESS

No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate government bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include detached garages, pool houses, gazebos or barns or similar structures which have been approved by the Developer.

No lot shall be used as a road for vehicular traffic for access to any property owner adjacent to the Development, nor shall any lot, utility easement or road right of way be used for access to connect any utility to any existing utilities from any such adjoining property owner without written permission of the Developer.

Two or more lots may be combined for a single dwelling when approved by the Developer.

ARTICLE 14
OBLIGATION TO CONSTRUCT SIDEWALKS

Every lot owner shall, by the earlier of thirty-six (36) months after the date of deed, before occupancy of the house, or within twelve (12) months of commencement of construction, install and maintain sidewalks.

ARTICLE 15
ENFORCEMENT

Section 15.1 **COVENANTS**. The restrictions, conditions and protective covenants contained herein may be enforced in law or in equity by the Developer. Each Owner and any subsequent purchaser or owner of any portion of the Property shall have the right to enforce these restrictions once Developer sells all lots.

The Developer, a Homeowners Association, and any Owner or any subsequent purchaser or owner of any portion of Vineyard Estates, shall not have any liability in law or in equity to any other Owner or purchaser of any portion of the Property for failure to enforce the restrictions, conditions and protective covenants contained herein.

At any time that the Developer so elects but no later than when the Developer sells the final lot in Vineyard Estates, the Developer shall organize Vineyard Estates Homeowners Association. At such time, the Developer shall relinquish and transfer to said homeowners association all its rights and obligations under these covenants and restrictions. The Homeowners Association shall have the right to make an annual assessment on each lot within Vineyard Estates. Failure

to pay the assessment will create a lien on the property for which interest and costs will accrue against said property. The Homeowners Association shall have the right to record a lien against the delinquent property. All Homeowners Association assessments shall be subordinate to the mortgagee of said property owner receiving an assessment as set forth in Section 16.3.

Section 15.2 **BINDING NATURE**. The restrictions, conditions and protective covenants contained herein shall be binding upon and inure to the benefit of the Developer and of the successors, assigns, heirs and grantees of the Developer and each Owner.

Section 15.3 **LIABILITY**. The Developer, his successors or assigns, shall not be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or, in connection with, the approval or disapproval or failure to approve any plans or for enforcing or failing to enforce any of the provisions of these restrictions. Each Owner waives any and all claims against the Developer, as a result thereof. Every person who submits plans to the Developer for approval agrees, by submission of such plans, and every Owner agrees, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit against the Developer, any assignee or an Homeowners Association. In case of conflict between plan review and covenants herein contained, these covenants shall govern the rights and obligations of the parties.

Section 15.4 **PROPERTY TO BE PURCHASED "AS IS"**. Except for the warranties of title to be included in the Developer's instruments of conveyance of property within Vineyard Estates, the Developer does not, by the execution and recordation of restrictive covenants, and the Developer shall not, by the execution and delivery of any other document, agreement, or instrument executed and delivered in connection with the closing of a particular sale, make any warranty, expressed or implied, of any kind or any nature whatsoever, with respect to any property within Vineyard Estates, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, THE DEVELOPER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY OF SUITABILITY OR FITNESS OF THE PROPERTY IN VINEYARD ESTATES FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, VALUE, QUALITY, CONDITION OR SALABILITY OF ANY SUCH PROPERTY. The sale of property in Vineyard Estates by the Developer to any builder or other owner shall be "AS IS" and "WHERE IS".

Section 15.5 **CONSENT**. Any and all rights, powers and reservations of the Developer herein contained may be assigned to any person, corporation or association which will assume the duties of the Developer pertaining to particular rights, powers and reservations assigns, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and

assume such duties, and to the extent of such assignment, shall have the same rights and power and be subject to the same obligations and duties as are given and assumed by the Developer.

Section 15.6 **ALTERATIONS.** These restrictions, conditions and protective covenants may be altered or waived by the Developer so long as the Developer owns more than fifty (50%) of the number of lots. These restrictions, conditions and protective covenants may be altered or waived at any time by the written agreement of the owners of the property representing seventy-five percent (75%) of the total lots or Property not yet subdivided contained herein. For purposes of determining whether alteration should be permitted, there shall be allowed only one vote per lot or one vote for each 0.4 acres of undeveloped Property. Undeveloped property shall be any property for which a final subdivision plat has not been recorded. However, no restriction, condition or protective covenant shall be altered, construed, or newly enacted, which shall have the effect of preventing the Developer or its members from completing Development of Vineyard Estates.

Section 15.7 **BINDING PERIOD.** Unless canceled, altered, or amended under the provision of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of (10) years. If an instrument signed by a majority of the then owners of all lots in Vineyard Estates has been recorded agreeing to change these restrictions, they may then be canceled, altered or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or to insist upon observance of any of these restrictions, or to proceed for observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

Section 15.8 **FULL FORCE AND EFFECT.** In the event any of the provisions herein are held to be invalid or unenforceable, the other provisions herein shall not be affected thereby, but shall remain in full force and effect, it being intended that the provisions thereof are severable. The term "provision" as used herein shall not be construed necessarily to mean a numbered section thereof, but may be any portion of such numbered section.

ARTICLE 16
MISCELLANEOUS

Section 16.1 **RIGHTS.** Every person who now or hereafter owns or acquires any right, title, estate or interest to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not reference to these Restrictive Covenants is contained in the instrument by which such person acquired an interest in said property.

Section 16.2 **WAIVER.** The failure of the Developer, the Homeowners Association or any Owner to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.

Section 16.3 **SUBORDINATE TO MORTGAGES.** All covenants and other provisions, including lien assessment by Homeowners Association, herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed upon land subject to these covenants, and none of said restrictions shall supersede or in any way reduce the security of affect the validity of such mortgages, provided, however, that if any portion of the Property is sold under a foreclosure of any such mortgage, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of these covenants.

Section 16.4 **WEAPONS.** Weapons within Development and as defined by City of Berea ordinance 53.002 are prohibited.

Section 16.5 **STREET PARKING.** Obstructing streets and sidewalks is prohibited as described by City of Berea ordinance 53.003.

Section 16.6 **DOG AND LEASH LAW.** Dogs shall be confined to a leash at all times. Violation of the City of Berea Leash Law and applicable ordinances are prohibited.

Section 16.7 **NOISE ORDINANCE.** Violation of the City of Berea noise ordinance is prohibited.

Section 16.8 **GAME HUNTING.** There shall be no game hunting in Vineyard Estates.

This Agreement and the separate provisions thereof shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE 17
**NON-INTERFERENCE WITH STREAMS, DETENTION AREAS,
CONSERVATION TRAIL EASEMENTS OR OTHER WATER SOURCE**

No person, entity or other organization shall move, re-route, obstruct, alter, or otherwise change in any manner whatsoever any creek, stream, branch, water way, detention area, conservation trail easement boundaries or other water source without the prior written approval, coordination and supervision of all appropriate government entities. Any person, entity or other organization violating this Covenant shall be liable for all damage, fines or other costs associated with violation of same and shall indemnify the Developer and any other affected property owner. Developer shall be held harmless for the acts of any person, entity or other organization which attempts to or alters any water source in the Development.

ARTICLE 18
HOMEOWNERS ASSOCIATION

Each lot shall be required to join the Vineyard Estates Homeowners Association and to pay annual membership dues upon creation of said association. The amount of the annual dues shall be set by the Homeowners Association. By purchasing a lot in Vineyard Estates, each owner of a lot hereby agrees that the said association dues shall constitute a lien on the property until the same are paid each year. Builders who purchase lots for the purpose of building homes for resale shall not be required to pay annual dues unless the house is completed and has been issued a Certificate of Occupancy prior to January 1st of said year. The Developer shall adopt or select the original Articles of Incorporation, Bylaw, Board of Directors and Officers for the Homeowners Association. The Developer may relinquish its rights and obligations to the Homeowners Association at any time. Once the Developer relinquishes its rights and obligations to the Homeowners Association, the Developer shall forever be released from any liabilities associated with these COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO VINEYARD ESTATES.

IN WITNESS WHEREOF, the Developer has caused these COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO VINEYARD ESTATES to be duly executed effective the _____ day of January, 2007.

**EIPERT-NICELY DEVELOPMENT, LLC
By: BREMEN, INC., an Indiana corporation,
Its: Member**

**By: _____
Mary I. Eipert**

Its: Secretary

**Sole Owner, See Deed Book 610, page 342
in the Madison County Clerk's office.**

PREPARED ON BEHALF OF DEVELOPER BY:

Tracy Todd Blevins
Blevins Law
400 Richmond Road N, Suite C
Berea, KY 40403
859-985-5410