

ORDINANCE NO. 02-06

AN ORDINANCE OF THE MADISON COUNTY FISCAL COURT, KENTUCKY APPROVING THE ZONE CHANGE OF BATTLEFIELD ESTATES PROPERTY ON U.S. HWY 25 AND AUTHORIZING THE CHANGE ON THE OFFICIAL ZONING MAP OF MADISON COUNTY, KENTUCKY.

WHEREAS, the hereinafter described land is located in Madison County, Kentucky and

WHEREAS, the Madison County Planning Commission held a public hearing on Tuesday, February 19, 2002, and found that the existing zoning classification given to the property is inappropriate and that the proposed zoning classification of is appropriate; the proposed land use change is in conformance with the adopted comprehensive plan; and there was evidence that there had been major changes of an economic, physical, or social nature in the area that was not anticipated in the adopted comprehensive plan; and therefore recommend to the County Fiscal Court that the classification of the property involved herein be change from UC-1 Single Family Residential, which includes Lots 13, 14, 15 A&B and Lots 65 through 70 A&B, Lots 100, 101, 102, 103, 104 A&B to UC-2 Multi-Family Residential; and from UC-6, which includes Lot 16 the lot where the existing barn is located, to UC-4 General Commercial with a Certificate of Land Use Restriction to limit the use to only restaurant or meeting facility, a copy of which is attached.

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by Madison County Fiscal Court that the land use classification of the following described property be changed by this ordinance from UC-1 Single Family Residential/ UC-6 Semi-Public/Public to UC-2 Multi-Family Residential classification.

SECTION I

A certain tract or parcel of land lying in Madison County, Kentucky, more particularly bounded and described as follows:

SECTION II

That the Director of Planning and Development make the appropriate changes to the Official Zoning Map of Madison County, Kentucky.

SECTION III

That the County Clerk cause this ordinance to be published in accordance with the appropriate Kentucky Revised Statutes.

DATE OF FIRST READING: February 26, 2002

MOTION BY: Larry Combs

SECONDED BY: Hughes

VOTE: YES NO

JUDGE, KENT CLARK
MAGISTRATE LARRY COMBS
MAGISTRATE FORNISS PARKS
MAGISTRATE WILLIAM TUDOR
MAGISTRATE BILLY RAY HUGHES

✓
✓
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DATE OF SECOND READING: March 12, 2002

MOTION BY: Larry Combs

SECONDED BY: Forniss Parks

VOTE: YES NO

JUDGE, KENT CLARK
MAGISTRATE LARRY COMBS
MAGISTRATE FORNISS PARKS
MAGISTRATE WILLIAM TUDOR
MAGISTRATE BILLY RAY HUGHES

✓
✓
✓
✓
✓

Kent Clark
MADISON COUNTY JUDGE EXECUTIVE

Attest:

Mary Jane Binter
MADISON COUNTY CLERK

**MADISON COUNTY
CERTIFICATION OF LAND USE RESTRICTION**

1. NAME AND ADDRESS OF PROPERTY OWNER(S)

Battlefield Estates, Lot 16 (where the existing barn is located)

2. ADDRESS OF PROPERTY

Battlefield Estates, Lot 16 (where the existing barn is located)

3. NAME OF SUBDIVISION/DEVELOPMENT

Battlefield Estates

4. TYPE OF RESTRICTION(S) (Check all that apply):

- Zoning Map Amendment to Zone Conditional Zoning Condition
 Development Plan Other specify
 Unrecorded Subdivision Plat
 Variance
 Conditional Use Permit

COMMENTS: This lot can be used for a restaurant or meeting facility

5. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT, LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL RECORDS CONTAINING THE RESTRICTION

Madison County Fiscal Court
101 W. Main Street
Richmond, KY 40475

6. DATE : 02/19/02


Signature of Completing Official

Prepared by:

Duane S. Curry, Administrative Official
Name and Title of Completing Official

Marc Robbins
Attorney at Law
214 N. Third Street
Richmond, Kentucky 40475
859-623-4595

**MADISON COUNTY
PLANNING and DEVELOPMENT OFFICE**

321 N. Madison Avenue, Suite B
Richmond, Kentucky 40475
859-624-4780 / 624-4734
Fax – 859-624-4736

February 06, 2002

RE: Proposal to Amend the Land Use Zoning Map Amended

Dear Property Owners,

Recently you received, from this office, a letter explaining a proposal to amend the Land Use Regulations or Land Use Map originating with the Fiscal Court. Mr. Jerry Fritz brought to the attention of this office that certain areas within Battlefield Estates and Battle Place Subdivisions have been zoned improperly or differently than how it was considered by the former Subdivision Advisory Board prior to the adoption of the Land Use Regulations.

Pursuant to further research two of the properties will not be heard at the February 19, 2002 Planning Commission Business Session. These two properties were not improperly zoned at the time of the former Subdivision Advisory Board and therefore will not be a part of the changes in the Land Use Map. The two properties are described in the following paragraphs.

BATTLEFIELD ESTATES

A lot that fronts onto U.S. Hwy 421 and adjoins the Mt. Zion Christian Church as shown on the recorded plat, is currently zoned UC-7 Agricultural. This property will not be on the February 19, 2002 agenda.

BATTLEFIELD PLACE

The parcel of land fronting Berea Road and lying behind lots number 1-7 of Battlefield Place, General Cleburne Drive, as shown on the recorded plat is currently zoned UC-6 Public/Semi Public. This property will not be on the February 19, 2002 agenda.

If at a later date Mr. Fritz wishes to pursue a change to the land use on these two properties he will go through the process of notifying the adjoining property owners, placing a sign on the properties to be changed and placing a public notice in the newspaper.

Should you have any questions please contact me at the Madison County Planning Office at the number above.

Sincerely,



Duane S. Curry
Administrative Official

**MADISON COUNTY
PLANNING and DEVELOPMENT OFFICE**

321 N. Madison Avenue, Suite B
Richmond, Kentucky 40475
859-624-4780 / 624-4734
Fax – 859-624-4736

February 01, 2002

RE: Proposal to Amend the Land Use Zoning Map

Dear Property Owners,

Pursuant to the Madison County Land Use Regulations and KRS Chapter 100, a proposal to amend the Land Use Regulations or Land Use Map may originate with the Planning Commission or the Fiscal Court. Mr. Jerry Fritz, Developer, has been brought to the attention of this office that certain areas within Battlefield Estates and Battlefield Place Subdivisions have been zoned improperly or differently than how it was considered by the former Subdivision Advisory Board prior to the adoption of the Land Use Regulations. Therefore, the Planning Commission would like to inform you of a land use request for these parcels in your neighborhood. We will hold a public hearing on this matter in order to provide County residents with an opportunity to understand this proposal and offer your support or objection to the requested change. There are three different areas of these subdivisions effected by this proposal and are described in general in the following paragraph.

BATTLEFIELD ESTATES

Lots 13 A&B, 14 A&B, 15A&B and Lots 65 through 70 A & B as shown on the recorded plat are currently zoned UC-1, Single Family Residential, and are being proposed to be amended to UC-2 Multi-Family Residential for the construction of town homes, condominiums or apartments.

Lot 16 (the lot where the existing barn is located) is currently zoned UC-1 Single Family Residential and is being proposed to be amended to UC-4 General Commercial.

Lots 100 A&B, 101 A&B, 102 A&B, 103A&B, 104 A&B as shown on the recorded plat are currently zoned UC-6, Public/Semi-Public, and are being proposed to be amended to UC-2 Multi-Family Residential.

✓ A lot that fronts onto U.S. Hwy 421 and adjoins the Mt. Zion Christian Church as shown on the recorded plat, is currently zoned UC-7 Agricultural and is being proposed to be amended to UC-2 Multi-Family Residential for the construction of town homes, condominiums or apartments.

BATTLEFIELD PLACE

✓ The parcel of land fronting on Berea Road and lying behind lots number 1-7 of Battlefield Place, General Cleburne Drive, is currently zoned UC-6 Public/Semi Public is being proposed to be amended to UC-2 Multi-Family Residential for the construction of condominiums, town homes or apartments.

The public hearing will be held on February 19, 2002 at 6:00pm in the Fiscal Court Room located on the first floor of the Madison County Court House. You are welcome to attend the meeting. Should you need additional information please contact me at the Madison County Planning Office at the numbers above.

Sincerely,


Duane S. Curry
Administrative Official

11
letters out

Application for Land Use Map Amendment 1-18-2002
Madison County, Kentucky

Date: 02/01/02

County Originated
Fee: Waived

1. Owner(s) of Property: County Originated Change
2. Property Address: Battlefield Place & Estates
3. Designated Land Use UC-1/UC6 4. Proposed Use UC-4/UC-6
5. Acreage: _____
6. Surrounding Property: Use Land Use Map
 - North
 - East
 - South
 - West
7. Urban Services: Exists Provided By
 - Sewage
 - Refuse
 - Water
 - Electric
 - Gas
 - Storm Sewers
 - Fire
 - Police
8. Justification for Requested Change (KRS.100.213)
The original Land use designation was inappropriate and
was zoned improperly.
9. Brief Legal Description of Property:
See Copy of Deeds
10. Additional Information:
Lots 13-15 and 65-70 were planned for town homes w/
some homes already built.
11. The following items must accompany application:
 - Copy of Deed
 - Vicinity Map of Area request amendment
 - List of all adjoining property owners, names, addresses of property, addresses of owners, telephone numbers of owners.
12. Applicant's Signature: I do hereby certify that, to the best of my knowledge and belief, all application materials are herewith submitted and the information is true and correct. I further certify that I am Owner of this property, since _____ (date).

Date: 02/02/02

Signature(s): Shane Cury

Adm. Official

**BATTLEFIELD ESTATES PHASE I
TOWNHOME LOTS**

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

***FOR LOTS 13 THROUGH 15, inclusive
FOR LOTS 65 THROUGH 70, inclusive
FOR LOTS 100 THROUGH 122, inclusive
FOR LOTS 124 THROUGH 126, inclusive***

This DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS is made and entered into on this the 2 day of August, 1999.

WITNESSETH:

THAT WHEREAS, the DEVELOPER is the owner of Battlefield Estates Townhomes, in Madison County, Kentucky; and,

WHEREAS, Battlefield Estates has been platted as a part of a golf course and residential development owned by the DEVELOPER;

WHEREAS, in an effort to maintain uniformity in the construction of townhome units in Battlefield Estates and the use and occupancy of such units, the DEVELOPER desires to create certain restrictions as to townhome lots in Battlefield Estates;

WHEREAS, the townhomes are designed to provide for the ease of maintenance, by establishing a Homeowner's Association to which assessments are to be paid by all owners of units in Battlefield Estates Townhomes, and which Homeowner's Association shall then be responsible for the maintenance of the exterior of all units constructed and maintenance of all yards, grounds and common areas; and

WHEREAS, in order to allow the Homeowner's Association to perform the maintenance thereof, certain easements need to be established to allow the Homeowner's Association, and those persons retained by them to perform such maintenance, access to the premises.

NOW, THEREFORE, the DEVELOPER does hereby establish the following easements, covenants and restrictions as to the construction, use, occupancy and maintenance of townhome lots in Battlefield Estates, as shown by plat of record in the Office of the Madison County Court Clerk, as follows:

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1. **PRIMARY USE RESTRICTIONS:** The above referenced lots in Battlefield Estates shall be used only for private townhome style single family residential purposes.

2. **CONSTRUCTION PLANS AND SPECIFICATIONS:** It is the intention of these restrictions and conditions that only residences of architectural merit, good design and suitable material shall be erected in the townhome sections of Battlefield Estates and that all residences constructed therein form a harmonious and consistent living environment. Accordingly, all units constructed in the townhomes sections of Battlefield Estates shall be constructed using the same exterior plans and specifications and utilizing the same exterior design, color and materials. The plans for the construction of any units in Battlefield Estates Townhomes have previously been adopted by the DEVELOPER, along with an architectural rendering depicting the exterior design of each unit. No unit or building may be constructed in the townhomes sections Battlefield Estates that is not constructed utilizing the plans and specifications previously approved by the DEVELOPER, or which does not match the architectural rendering of such units adopted by the DEVELOPER. The developer may approve in writing the addition of sunrooms, screen porches or other small additions. Any such additions must be approved in writing by the developer before the start of construction.

3. **BUILDING CODES AND ORDINANCES:** All units constructed in the townhomes sections of Battlefield Estates shall be constructed in accordance with all local, state and federal codes and ordinances.

4. **SETBACKS:** Each building constructed on these lots in Battlefield Estates Townhomes shall be set back 25 feet from the lot line, measured to the point of the building which is nearest the curb. All buildings shall be constructed utilizing the same setbacks to promote the harmonious appearance of all buildings and units in Battlefield Estates Townhomes.

5. **UNITS:** The townhomes sections of Battlefield Estates are designed for the construction of a building containing two (2) units with each unit to be on a separate lot. Each owner shall construct both units simultaneously. After construction, an owner may retain both units or units may be sold individually.

6. **NUISANCES:** No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to the neighborhood.

7. **USE OF OTHER STRUCTURES AND VEHICLES:**

(a) No temporary structures shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or DEVELOPER; any such sheds or offices shall be located so as not to interfere or be an annoyance to units previously occupied in Battlefield Estates and shall be removed when the construction or development has been completed.

(b) No outbuildings, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck or commercial vehicle may be kept on any lot at any time unless same is housed in the unit's garage; no inoperable automobile or vehicle shall be parked on any lot or street at any time, unless housed in the garage; and no operable vehicle shall be parked on any street in Battlefield Estates.

8. **LANDSCAPING:**

(a) Each unit in the townhomes section of Battlefield Estates Townhomes shall be landscaped pursuant to the landscape plan and design established by the DEVELOPER to maintain the harmonious appearance of the units within the development. The developer may approve in writing additional landscaping to be installed by the owner. Any request to install same shall include a description of the type of landscaping and a drawing depicting same in relation to the building.

(b) Landscaping shall be completed within thirty (30) days of occupancy of any unit and shall be simultaneously completed for both units in any building.

(c) All front and side yards must be completely sodded upon the completion of construction and all rear yards shall be sodded or seeded.

(d) No lawn ornaments or decorative ponds, structures or other devices shall be installed or used in any front or side yard, or in any yard facing any street. Additionally, no ornament, device or other structure which would interfere with the Homeowner's Association's ability to maintain the exterior of the premises or the grounds shall be built, constructed or maintained.

9. **DRIVEWAYS AND SIDEWALKS:** Each lot owner will be responsible for installing and maintaining a four-foot wide concrete sidewalk, which will be constructed 4 feet from the back of curb and running the entire width of the lot. Each sidewalk will be placed in such a manner as to be compatible with existing driveways and uniform with adjoining sidewalks. Additionally, each lot owner will be responsible for constructing a concrete driveway from the curb to the garage on each unit constructed. Any damage to the curb or sidewalks shall be repaired immediately upon constructing the driveway. No coloring of concrete, nor any decorative pattern or design, shall be used in constructing the sidewalks or driveways.

10. **BUSINESS/HOME OCCUPATIONS:** No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provision hereof, or any other provisions herein, a new building or unit may be used by the builder as a model home for display, or for the builder's own office, provided said use terminates within two (2) years from completion of that building.

11. **CLOTHESLINES:** No outside clotheslines shall be erected or placed on any lot.

12. **DRAINAGE**: Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

13. **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, which shall be confined to the rear of the units. During construction all waste shall be kept in on-site containers which must be cleaned or emptied at least every Friday. If such containers are not dumped or removed DEVELOPER may do so and assess the cost of same against the owner or builder.

14. **ANIMALS**: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets, (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and are confined to the residence and not permitted to run or stray upon other lots or remain confined outside. No kennels or runs for dogs are permitted, including chain link fences to contain dogs.

15. **FENCES**: No fences, of any type, are to be constructed on any lot in the townhomes section of Battlefield Estates.

16. **SWIMMING POOLS**: No swimming pools, of any type, shall be constructed or used in the townhomes section of Battlefield Estates. This shall include in-ground and above-ground pools, but shall not preclude the association from constructing a pool for the use of the owners and their guests.

17. **TENNIS COURTS**: No tennis court shall be constructed in Battlefield Estates Townhomes.

18. **PLAYGROUNDS**: No playground or recreational equipment or facilities, of any type, shall be erected in Battlefield Estates Townhomes. This shall include swing sets, basketball goals, clubhouses and all other recreational devices or equipment.

19. **AIR CONDITIONING AND UTILITY EQUIPMENT**: All air conditioners and utility equipment shall be installed according to the plans and specifications previously established by the DEVELOPER of Battlefield Estates Townhomes.

20. **MAILBOXES**: All mailboxes to be utilized in the townhomes section of Battlefield Estates shall be of the same type, color and materials and shall be chosen by the DEVELOPER prior to the commencement of construction of units.

21. **TELEVISION, RADIO AND SATELLITE DISHES**: No satellite dishes, television, radio or other receiving towers, antennas or dishes may be erected or placed on any lot in Battlefield Estates, with the exception of 18" DSS/Dish Network or similar type dishes which shall

be located on the rear or side of units constructed. No such dish shall be erected on the front of any unit constructed in Battlefield Estates.

22. **SIGNS:** No signs, of any kind, shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the DEVELOPER.

Street signs, or other signs will be of a similar, attractive quality as determined by the DEVELOPER and, if any of same are damaged or destroyed, shall be replaced with the same quality and design as those originally installed by the DEVELOPER.

23. **LIGHTING:** No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot, with the exception of such lighting as may be included in the design, plans and specifications established in advance by the DEVELOPER.

24. **OUTDOOR WIRING:** No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed or maintained in or upon the lots or any units constructed thereon, except for the electric, telephone and other utility easements established thereon by the DEVELOPER, unless same are contained inside the unit. Nothing herein shall be deemed to forbid the erection and use of temporary power and telephone services incident to the construction of improvements.

25. **DIRT, ROCK OR TOPSOIL REMOVAL:** No dirt, rock or topsoil shall be removed from the development, unless specific permission is otherwise granted by the DEVELOPER. Such materials shall be deposited at other sites in the development chosen by the DEVELOPER, unless otherwise directed.

26. **UTILITY EASEMENTS:** All lots in Battlefield Estates are sold subject to any and all recorded utility easements, as shown on the plat of the development or other instruments as recorded in the office of the Madison County Clerk.

27. **UTILITIES:** All lots in Battlefield Estates must have underground electric, telephone, cable television, sewer and water services in compliance with the guidelines of each respective utility company and DEVELOPER of Battlefield Estates Townhomes. Each lot owner shall be responsible for preserving and protecting underground utilities.

28. **GARDENS:** No vegetable gardens will be permitted in the townhomes section of Battlefield Estates and no cultivation of any of the lots shall be performed, with the exception of flowers and ornamental shrubbery. The cultivation for any such flower or ornamental shrubbery, unless same are a part of the landscape design established by the DEVELOPER, shall be confined to the rear of each unit unless approved in writing by the developer.

29. **FIREWOOD STOCKPILING:** None of the units in the townhomes section of Battlefield Estates shall be constructed to utilize wood-burning fireplaces or stoves and, therefore, no firewood, of any type, shall be stockpiled on any lot.

30. **BUILDING:** Building on any lot shall begin within two (2) years of closing on the lot purchased, unless DEVELOPER gives written permission to vary from this agreement. Completion of building containing two (2) units must occur within one (1) year of the start of construction.

31. **PARTY WALL RESTRICTIONS:** Each building in the townhomes section of Battlefield Estates shall contain two units, with the units having a common wall.

(a) This common wall constitutes a party wall subject to the right of each of the owners to use it as such.

(b) Neither party may extend this party wall either in height or length.

(c) This party wall shall be constructed according to the design, plans and specifications established by the DEVELOPER prior to the commencement of construction and in compliance with all fire safety codes for such party walls.

(d) Either party, his successors or assigns, shall have the right, at all time, to cause to be made any repairs necessary to maintain this wall in a safe and reasonable condition.

(e) The cost of all necessary repairs on the wall shall be borne by the then-owners of said party wall, in equal shares, unless the damage thereto is caused by the negligence of one party. If one party causes the damage, then that party shall be responsible for the total damage.

(f) The party causing the repairs to be made shall have the right to enter, after giving due notice, on the property of the other, to the extent reasonably necessary for the performance of work for the repair of this party wall, provided that he shall take due precaution not to damage the property of the other.

32. **HOMEOWNER'S ASSOCIATION:** Battlefield Estates Townhomes Homeowner's Association, Inc. is a non-profit corporation organized under the laws of the Commonwealth of Kentucky. The owner of each lot subject to these restrictions within Battlefield Estates shall be a member of the Homeowner's Association. Membership in the Association is mandatory and by acceptance of a Deed for any lot, each owner agrees to accept and does thereby become a member of the Association. All members shall abide by the Association's bylaws, rules and regulations and shall pay the assessments levied by the Association when due and shall further comply with all decisions of the Association's Board of Directors.

The Articles of Incorporation for Battlefield Estates Townhomes' Homeowner's Association, Inc., which may be amended from time to time, are recorded in the Office of the Madison County Clerk, Richmond, Kentucky. The objects and purposes of the Association are set forth in its Articles of Incorporation and include such obligations (unless otherwise assumed by any municipal or governmental agency having jurisdiction thereof) as the maintenance and repair of any common areas, storm drains or basins; the entrances into the subdivision, together with any landscaping that may be a part thereof or placed on any common areas in the subdivision; the street lighting system and any other amenity installed in the development of the

subdivision which benefits the townhomes section of the development exclusively and is not a part of any one lot or lots.

Upon the sale by the DEVELOPER of each lot which is the subject of these restrictions, the lot owner shall pay an initial assessment of \$~~200.00~~. Thereafter, until modified by the Board of Directors of the Association each owner shall pay a monthly assessment to the Townhomes association of ~~30.00~~, which which may be amended according to the Association Bylaws. In addition each owner shall be a member of and be required to contribute to the Battlefield Estates Homeowner's Association according to Bylaws of that association. Until modified by the Battlefield Estates Homeowner's Association each owner shall contribute \$200.00 upon acquisition and \$200.00 on or before January 1 and July 1 of each year. The DEVELOPER of Battlefield Estates shall NOT be required to pay assessments or dues to either Association, despite its ownership of various lots within the subdivision.

Any assessments levied by the Association shall be used only for purposes generally benefitting the Associations and its members. Any unpaid assessment shall constitute a lien upon the lot and improvements against which such assessment is made. This lien shall be subordinate to the lien of any first mortgage on the lot and shall be enforceable by the Association against the real property of the lot owner by foreclosure or by any other means authorized by law.

33. **EASEMENT:** To the extent necessary by reason of the act or deed of DEVELOPER or the builder of any building in the townhomes sections of Battlefield Estates Townhomes, an easement is declared for the benefit of each owner of a unit, any part of which, including any walls, foundations, footings, patios, shrubs, trees, decks, roofs, gutters, overhangs or other improvements which intentionally or unintentionally encroach over, across, upon or under adjoining portion of the lot, to the extent of such encroachment, such easement shall include all rights reasonably necessary for the repair, reconstruction, maintenance, removal, reinstallation, replanting or replacement of same.

34. **OWNER'S RESPONSIBILITY FOR MAINTENANCE:** The owner of each unit shall be responsible for the maintenance, repair and replacement, at his or her expense, of all of the interior portions of any unit, including the redecorating, painting, carpeting, plastering, maintenance of the plumbing, fixtures, heating and air conditioning equipment, and all utility services located within the unit. Additionally, the owner shall be responsible for maintenance of the windows and doors, any heating and air conditioning equipment which may be located outside the unit and any electrical, water, sewer, cable, phone or other meters or services which may be applicable solely to the particular unit. Additionally, the owner shall be responsible for the maintenance of any satellite dishes or other optional type equipment which are installed in accordance with these restrictions.

(a) The owner shall not, however, paint, decorate or change the appearance of any portion of the exterior of the building, nor make any architectural changes or additions to the exterior of any building, nor add or install any exterior storm doors, canopies, awnings, porches, shutters or any other equipment on the exterior of the building. Additionally, the owner of units shall not alter or change the color of the exterior of any unit or the size, design, shape or color

of any window, door, garage door, lights, landscaping, street numbers, sidewalks, driveways, patio, decks, fences, roofs, trim or other exterior surfaces as originally applied by the DEVELOPER or builder, without the prior written approval of the Homeowner's Association (or the DEVELOPER in the event that the Association has not been organized and assumed its duties and powers).

(b) The owner shall report to the Association any defect or need for repair, whose responsibility for remedying of which is that of the Association.

35. **MAINTENANCE BY THE ASSOCIATION:** The Homeowner's Association established pursuant to these easements, covenants and restrictions shall adopt Bylaws, Rules and Regulations which will contain provisions for the maintenance, upkeep, repair, materials, supplies, labor and replacement of the exterior surfaces of any unit and for the landscaping, grass cutting, and snow removal, for the townhomes sections of Battlefield Estates. Additionally the association shall provide for the maintenance of any common areas which are exclusive to the townhomes sections. The association is granted an easement across each lot and the improvements thereon to the extent necessary to maintain the property.

36. **INSURANCE:** Each owner of units in the townhomes sections of Battlefield Estates shall be responsible for maintaining insurance on their unit in Battlefield Estates for loss by fire, windstorm and such other hazards as may be deemed desirable for the full, insurable replacement costs thereof. The owner shall also be responsible for obtaining and maintaining such comprehensive public liability insurance, including liability for injuries, death and damage to person or property at such limits as may be deemed desirable by the owner of such unit. The Association shall have no obligation for maintaining such insurance. Each owner shall repair, rebuild or reconstruct his/her unit as soon as reasonably possible after any damage or destruction. The rebuilding or repair of such unit after damage or destruction thereof shall be the responsibility of the owner and shall not be included in the association's duty to perform maintenance and repairs.

The Association shall, however, obtain and maintain the following types of insurance: (a) insurance against loss or damage by fire, windstorm and such other hazards as may be deemed desirable for the full insurable replacement value of any common properties and facilities; (b) liability insurance for liability on behalf of the Association, its agents, employees, representatives or any owner, their invitees or tenants, which is incident to the ownership of common property or facilities. Such insurance shall include insurance against bodily injury, death and property damage, in such amounts as the Association deems advisable; and (c) public liability and worker's compensation insurance to the extent necessary to comply with any applicable law, covering any employees or agents of the Association during maintenance of common areas and facilities and, additionally, any employees or agents of the Association during their employment for the repair, replacement, maintenance or upkeep of the lawns, landscaping, snow removal and exterior of any units.

Since the obligation for these items is the responsibility of the Association and not the individual owner of each unit, the Association shall maintain such insurance and shall indemnify and hold harmless the owner of any unit against any injuries or damages happening due to the

course of the repair, replacement, maintenance or upkeep of the exterior of such units, the grounds, landscaping or facilities by employees or agents of the Association.


37. **COVENANTS:** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one year, unless an instrument signed by a majority of the then owners of the units has been recorded, agreeing to change said covenants in whole or in part.

38. **ENFORCEMENT:** Should any unit owner or other person violate or attempt to violate any one or more of these restrictions then any other unit owner, the homeowner's association hereinafter established or the DEVELOPER may enforce these restrictions and covenants and abate any violation or attempted violation thereof or recover damages therefore by appropriate legal procedure. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect. In the event the association or the developer is required to take any action to abate violations of or enforce these restrictions or collect the assessments levied by the association then the developer or the association as the case may be shall be entitled to recover their reasonable attorneys fees and costs incurred to enforce these restrictions.

39. **DEVELOPERS RIGHT TO ALTER AND INTERPRET RESTRICTIONS:** Notwithstanding anything herein contained to the contrary, the DEVELOPER retains the right to alter these restrictions insofar as same may relate to any one or more lots or units in the subdivision if, in the sole opinion of the DEVELOPER, the strict application of these restrictions would be unduly burdensome or inequitable as applied to such lot or unit because of its topography, subsurface conditions or other matters beyond the control of the owner of the lot or unit, and if alteration of the restrictions in that instance will not unduly affect adjoining lots, units or the subdivision as a whole. Any such alteration may be granted only in writing, signed by the DEVELOPER, and filed of record in the Office of the Madison County Clerk. Further, the DEVELOPER reserves unto itself the right to interpret these restrictions as, from time to time, may be required in their application and enforcement; which interpretation shall be binding on all parties. At any time after two-thirds (2/3) of the lots which are subject to these restrictions have been sold, DEVELOPER may, at DEVELOPER's sole discretion, delegate the authority for interpretation and alteration of these restrictions to the Homeowner's Association herein established.


40. **FUTURE DEVELOPMENT:** The DEVELOPER, its successors and assigns, shall have the right to subject additional land to this Declaration of Easements, Covenants and Restrictions or add additional lots to this development. In the event the DEVELOPER elects to do so, such additional land or lots shall be subject to these easements, covenants and restrictions and all owners thereof shall be a member of the Battlefield Estates Townhomes Homeowner's Association. All owners of lots in the additional area shall have all the obligations, rights and privileges established by virtue of these easements, covenants and restrictions. Such additional development may contain such complementary additions and variations of the easements, covenants and restrictions contained in this Declaration, as may be necessary to

reflect the different character, if any, of such added properties, including a variation of the design of units to be constructed therein, provided same are not inconsistent with the scheme of this Declaration.


Jerry C. Fritz, President
Fritz Builder & Developer, Inc.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON


I, a Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing **DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** was duly executed and acknowledged before me by Jerry C. Fritz in his capacity as President of Fritz Builder & Developer, Inc., on this the 20th day of August, 1999.


Notary Public, Kentucky State at Large

My Commission Expires: 8/8/2002

PREPARED BY:

SWORD, FLOYD, MOODY, BOHANNON,
EAVES, FERNANDEZ, OLDS & MURPHY

By: 
Stuart K. Olds

ADDRESS: 218 West Main Street
Post Office Box 300
Richmond, Kentucky 40476-0300
Telephone: 606-623-3728

BOOK 132

PAGE 590

DOCUMENT NO: 227376
RECORDED ON: AUGUST 02, 1999 04:32:47PM
TOTAL FEES: \$23.00
COUNTY CLERK: MARY JANE GINTER
COUNTY: MADISON COUNTY
DEPUTY CLERK: JANICE ALEXANDER

From UC-6 Public/Semi-Public
To UC-2 Multi-Family Residential

NTERS



MO. FIRE LINE

COMMON WALL LINE
TYPICAL ALL DUPLEX LOTS

25' R.O. LINE K.U.
B.S. U & D E.S.M.T.

Battlefield Place

UC-7

BEREA Road

To Berea

UTILITY COMPANY _____
 OWNERS _____
 UTILITY AND EASEMENT NOTE
 All utilities should be field verified before any construction begins. Any contractor, owner, or assignee is hereby forewarned that any excavation or other activity shall not interfere with the rights herein granted.
 This plat depicts the location of all easements and encumbrances.

Proposed Change
 From UC-6 Semi-Public
 to UC-2 Multi-Family Dwellings
 FRITZ BUILDER & DEVELOPER, INC.
 DB 499 PG 210
 PG 522

UC-7
 WRIGHT, DANIEL
 DB 387 PG 239





ENGINEER'S CERTIFICATION

I hereby certify that this plan was made by E-Tech Consultants, PLLC and that all drainage structures proposed for this site are sized for a 25 year storm event of better.

W. Grant Wilson 17178 6/21/99
 SIGNATURE(S) REG. NO. DATE

PUBLIC WATER CERTIFICATION

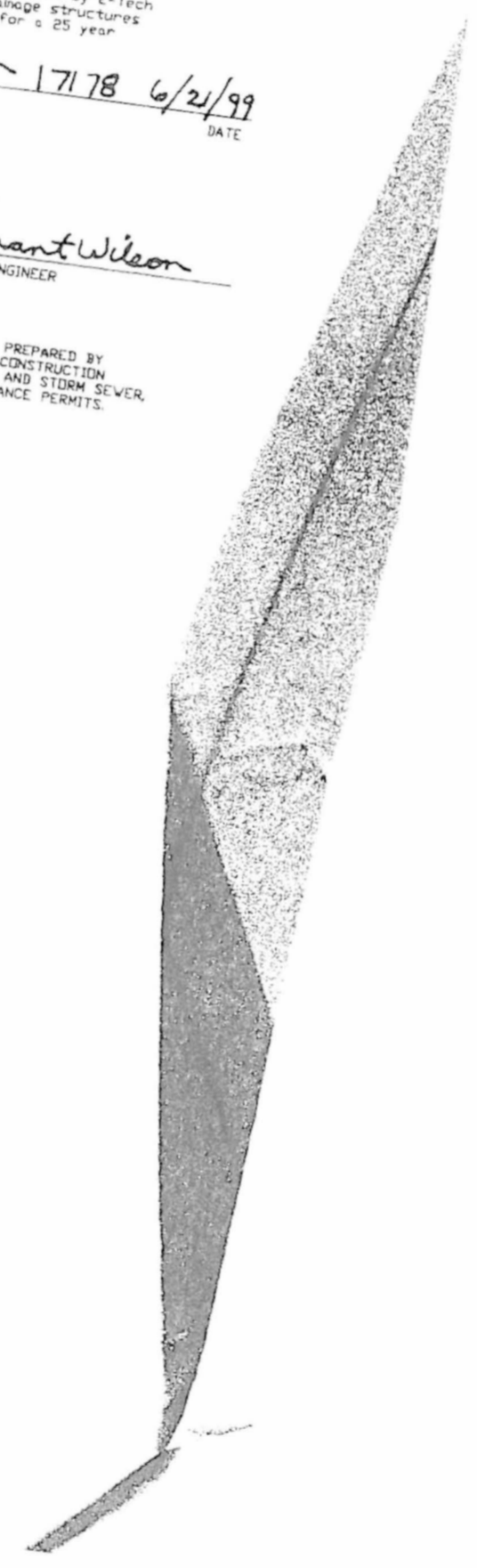
6/21/99 *W. Grant Wilson*
 DATE ENGINEER

NOTE: ALL ENGINEERING FOR THIS PLAN PREPARED BY E-TECH CONSULTANTS, PLLC. SEE CONSTRUCTION PLANS FOR DETAILS ON SANITARY AND STORM SEWER, STREETS, WATER LINES, AND ENTRANCE PERMITS.

MT. ZION CHRISTIAN CHURCH
 DB. 9 PG. 154
 DB. 240 PG. 391

Metta Smith
 JERRY FRITZ BUILDER, INC.
 DB 494 PG 522
 FUTURE DEVELOPMENT

*From UC-7 Agricultural Use
 To UC-2*



IN NO CASE SHALL WIDTH BE LESS THAN FIVE (5) FEET FROM ANY LOT LINE

LOT OWNERS ARE TO USE AND ENJOY SAID LANDS INCLUDED IN EASEMENT SHOWN HEREON, BUT SUCH USE SHALL NOT INTERFERE WITH THE RIGHTS HEREIN GRANTED

OWNER(S)

UTILITY COMPANY *Kerr Montgomery*

UTILITY AND EASEMENT NOTE

All utilities should be field verified before any construction begins. Any contractor, owner, or designer is hereby forewarned that any excavation upon this site may result in the discovery of additional underground utilities not shown hereon. This plat depicts all visible easements and easements of record only as discovered during the course of this survey and does not warranty the depiction of all easements and or encumbrances

12) CERTIFICATION FROM THE STATE SHALL BE PROVIDED ONCE THE SEWAGE TREATMENT FACILITY IS OPERATIONAL.

13) CONTOURS WERE INTERPOLATED FROM A USGS TOPOGRAPHICAL MAP.

WRIGHT, DANIEL
DB 387 PG 239

From UC-6 Semi-Public
To UC-2 Multi Family Dwellings
FRITZ BUILDER & DEVELOPER, INC.
DB 492 PG 679
Multi Family

*TO RICHMOND
APPROX 1.4 MI
HWY 25 E HWY 421*

