

DECLARATION OF COVENANTS AND RESTRICTIONS

Recorded in Mason Co

Clerk's Book
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Maurice E. Moore and Louise Z. Moore, of 105 Rebel Drive, Somerset, Ky., 42501, owners and developers of property conveyed to them by Emerson and Martha Zeigler, 8071 Day Pike, by deed dated 9/4/2001 and of record in deed book 290, page 779-781 in the Mason County, KY, Clerk's Office;

And the property divided into lots shown of the plat record 3264 in the Mason County Clerk's office;

Impose restrictions as follows for the mutual benefit of future owners of the lots in Ridgeview Subdivision, Day Pike, Maysville, Kentucky:

1. Primary Use Restrictions

No lot shall be used except for private single family residential purposes. No manufactured homes will be permitted in the subdivision.

2. Approval of Construction Plans; Construction Requirements

A. No building, fence, wall, accessory structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications including all finish products and locations of the structure, fence, wall or improvement, the type and color of exterior material and the driveway shall be approved in writing by Maurice and Louise Moore, or their designee, Chad Zeigler. This requirement shall include all original construction and any subsequent alterations and modifications of any building, fence, wall structure or other improvement as set forth above.

B. All residences shall be completed within nine months of the date of beginning of construction.

C. All fences shall be constructed of wood, brick or stone or a combination thereof. All fences shall be kept in good repair. Fences are not to be constructed in the area between the front

exterior wall and the street or road on which the dwelling place is located. No fence shall be constructed at a height greater than seven feet. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. All fences are subject to the approval of the developer or designee.

- D. No residence or other structure shall be constructed closer than 35 feet to the front lot line for each lot and no construction shall be made closer than 15 feet from the sidelines of any lot. All structures must face the streets. Any adjustment to the stated distances will need to be approved in writing by Maurice and Louise Moore, or their designee, Chad Zeigler.
- E. All sanitary sewage and plumbing facilities shall be in conformity with the Kentucky State Department of Health's regulations in existence at the time of construction.
- F. No roadways or thoroughfares shall be constructed through any lot except with the written permission of the developers or designee.
- G. Main structures are to have a minimum roof pitch of 5/12.
- H. Each lot is expressly restricted to underground telephone, television and electric service and no additional poles may be set except as required for service mains by the utility provider; except as approved by the developers, or designee.
- I. There is reserved and granted herein a right of way for utilities to be installed, placed and maintained on the above premises described herein, which utilities shall not be restrictive to serving only the property hereinabove described. Developer shall attempt to locate such utilities on the property lines, wherever reasonably practicable.
- J. No property owners shall alter the grade of its property so as to cause an unnatural flow of water unto another lot in the subdivision.

K. Individual lot owners shall be responsible for cleaning roadways in front or adjacent to their respective lots during construction.

3. Building Materials

The exterior building material of all structures shall extend to grade level and shall be vinyl, brick or stone or a combination of the same. Developer or designee reserves the right to approve in writing the use of other exterior building materials. All retaining walls must be brick or stone from the grade level. The exterior materials of any accessory structure shall be constructed of the same materials as the residence.

4. Minimum Floor Areas

The floor area shall be a minimum of 1500 square feet, exclusive of the garage. Finished basement areas, garages and open porches are not to be included in computing the floor areas.

5. Nuisances

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

6. Use of other structures and Vehicles

No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot unless housed in a garage or basement or obscured from view of street and neighbors. No vehicle, which is inoperable, shall be habitually parked or kept on any lot (except in a garage) or on any street. No vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four hours per week.

No used houses are to be moved into this subdivision.

7. Animals

A. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other traditionally recognized household pets may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

B. There shall be no kennels for any type of animal. For purpose of the restriction, three or more dogs or cats constitute a kennel.

C. Dog houses or pens for residential pets shall be behind the dwelling house located on the lot, and shall not be closer than 25 feet to adjoining lot owners.

8. Driveways

After the construction of a residence, the lot owner shall grade, sow or sod balance the lot. Each lot owner shall also sow and net any drainage swell on the lot and shall concrete or asphalt the driveway within 1 year after completion of a single family dwelling. Only lots served by a private unpaved road, and approved in writing by the developers or designee, are exempt from paving the driveways.

9. Gardens, Antennas

No antenna (except for standard small television antenna) or microwave or other receivers and transmitters (including those called satellite dishes) shall be erected or placed on any lot unless the developers or designee approves its design and placement. All gardens must be located in the side or back yard of the lot.

10. Yard Sales

Each lot owner shall be limited to 2 yard sales per year. The term yard sale includes garage sales.

11. Duty to Maintain Property

All improved lots shall be kept mowed and in a clean and orderly condition; and all unimproved lots shall be mowed to a maximum of 12 inches. It shall be the duty of each owner to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then developer or designee, or Homeowners association, (or person to whom it may assign the right) may take such action, as it deems appropriate, including mowing, in order to make the lot neat and attractive. The owner shall upon demand reimburse the developer or other performing party for the expense incurred in so doing, and developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

12. Business, Home Occupations

Business or home occupations shall be permitted, provided they comply with the Maysville zoning regulations, #320.021.

13. Signs

No sign, including but not limited to, symbols or logos for advertising or for any other purpose shall be displayed on any lot except one sign for advertising the sale thereof, or home occupation, which shall be no greater in area than four square feet. Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers.

14. Drainage; Trash Disposal

Drainage of each lot shall conform to the general drainage plans for the subdivision. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other wastes shall not be kept except in sanitary containers.

15. Restrictions run with land

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants shall be binding on all parties claiming under them for a period of thirty years from the date this documents recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in the subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part.

16. Enforcement

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Ridgeview Subdivision, by the association formed under section 20, or by developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restorations or to recover damage.

17. Lot

Wherever the term "lot" is used in these restrictions, the same shall mean the parcel of land deeded by the Grantor herein, and if a lot and a portion of another lot has been deeded, the entire parcel shall be considered as a lot.

18. Application

These restrictions shall apply to all lots in Ridgeview Subdivision.

19. Invalidation

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. Homeowners Association

If a majority chooses, they may form a property owners association for the maintenance and enforcement of these restrictions. Each lot owner has one vote per lot.

Any assessments levied by the association shall be used only for purposes generally benefiting the association and shall constitute a lien upon the lot and improvements against which each assessment is made. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

Assessments of the Homeowners Association shall not apply to the developer except that developer shall pay the assessment for one lot during the time developer owns one or more lots.

Maurice Moore Maurice Moore
Louise Moore Louise Moore

STATE OF KENTUCKY
COUNTY OF PULASKI

I, Ethel Van Hook, Notary Public for the County and State aforesaid, do certify the Declarations of Covenants and Restriction set forth by Maurice Moore and Louise Moore, his wife, on the 13th day of March, 2002.

Ethel Van Hook
NOTARY PUBLIC
My commission expires 1-28-2006