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MARY JANE RUTTEN

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 1st day of April, 1998, by NORTHERN CHASE DEVELOPMENT, INC., a Kentucky corporation, of 105 Meadowlark Drive, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, NORTHERN CHASE DEVELOPMENT, INC., a Kentucky corporation, is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Shiloh Pointe Subdivision, Phase One, comprised of Lots Numbers 1 through 24, inclusive, and more particularly described in the Final Plat of Shiloh Pointe Subdivision, Phase One, recorded in Plat Book 15, Page 224, in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Shiloh Pointe Subdivision, Phase One and every lot in said subdivision described in Plat Book 15, Page 224 restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Shiloh Pointe Subdivision, Phase One, as shown in Plat Book 15, Page 224, and said lots (Lots 1 through 24, inclusive) and said lots are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, and assigns, to wit:

All lots in Shiloh Pointe Subdivision, Phase One, are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be erected in Shiloh Pointe Subdivision for the preservation of all property values.
2. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.
3. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction. The developer or its successor may have any offending lot mowed or cleared at owner's expense plus 25%.
4. Minimum Square Footage: All residences shall be either one story, one and one-half story or two story single family structures and shall contain a minimum living area exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:
  - a. 1,500 square feet for one story structures, measured exterior to exterior.
  - b. 1,650 square feet for one and one-half story structures, with not less than 1,050 square feet on the first floor, measured exterior to exterior.
  - c. 1,800 square feet for two story structures, measured exterior to exterior.

Split Foyer designs are not permitted. All home plans and specifications must be approved in writing by the developer of Shiloh Pointe Subdivision before commencement of construction. The developer of Shiloh Pointe Subdivision shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

5. Improvements: The following shall apply to all improvements constructed upon any lot in the subdivision:

- a. All residences must have a minimum one car garage attached to the main dwelling.
  - b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
  - c. No continuous overnight parking allowed on the streets of the subdivision. All homes must have adequate off street parking.
  - d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
  - e. Occupancy of a residence under construction before total completion of construction is prohibited.
  - f. Every house must have a continuous masonry foundation and poured cement footer.
  - g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
  - h. The outside of any house, garage or outbuilding constructed in Shiloh Pointe Subdivision shall be brick or stone and shall extend entirely to the ground level. Vinyl or cedar siding and stucco ("dryvit") exteriors shall be permitted in combination with brick or stone, with brick or stone covering no less than 65% of the exterior wall space. Materials prohibited on the exterior include, without limitation, exposed concrete block (including exposed basement), artificial stone, artificial brick siding of any kind or nature whether composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material.
  - i. No building shall be built any closer to the road than the 25-foot building line or nearer than 15 feet to any side line.
  - j. All dwelling fronts must be properly landscaped, with a minimum of 10 shrubs and/or combination of trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times.
  - k. All unattached garages and outbuildings shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the front corner of the dwelling. All unattached garages and outbuildings shall be constructed of the same or comparable materials and in the same architectural style as the main dwelling.
6. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built.

7. Street Damage: Any street, curb, or part of the development damaged due to construction on a lot shall be repaired by the owner of said lot at owner's expense prior to occupancy.

8. Division of Lots: No lot in Shiloh Pointe Subdivision, Phase One may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Shiloh Pointe developer or its successors.
9. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the front corner of the house. Chain link fences are prohibited.
10. Mailboxes: All mailboxes will be of one of two designs: The developer shall supply th owner of each lot with a decorative mailbox and each lot owner shall reimburse the developer, at cost, for such mailbox; or, each lot owner may construct a brick mailbox of the same brick as the residence.
11. Outdoor Devices: Outside clothes lines, citizens and short-wave or "ham" radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, and playground or recreational equipment are restricted to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping.
12. Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.
13. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street.
14. Junk and Materials: The storage of junk, scrap, inoperable motor vehicles and/or materials of any kind, other than firewood, is prohibited. Any material not prohibited must be kept to the rear of the residence, out of sight from any street, and in a clean and orderly manner.
15. Temporary Residences: No motor home, travel trailer, basement, tent, shack, garage, or mobile home shall be used at any time as a temporary or permanent residence.
16. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from the street. If an inconspicuous area is not obtainable, then such items are prohibited or must be stored in a garage. The storage or parking of commercial vehicles on any lot is prohibited.
17. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of the home or lot, shall be erected or maintained on any lot or building.
18. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property. The use of underground "invisible" pet fences is permitted and encouraged.

18. Trash Disposal: Garbage cans or other refuse receptacles shall be placed in the rear of the residence and concealed so that the same will not be visible from the street or from adjoining properties.
19. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Shiloh Pointe Subdivision as the developer shall direct at lot owner's expense. However, the developer shall have the right to refuse such fill, which in such event will be properly disposed of by the owner of said lot.
20. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, shall be placed underground from service lines and no overhead lines or poles are permitted.
21. Gas: Propane tanks for use with fireplace logs, stoves, etc. are permitted in Shiloh Pointe development. All tanks will be kept to the rear of the residence and totally concealed from view from any adjoining residence, street, or lot by means of landscaping or fencing all in accordance with the preceding restrictions.
22. Swimming Pools: Swimming pools shall be in-ground pools only and located not nearer the street than the rear wall of the residence.
23. Crop Allotments: No tobacco base is conveyed with any lot.
24. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Shiloh Pointe Subdivision and their heirs, successors and assigns.
25. Enforcement: The Developer or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions.

IN TESTIMONY WHEREOF, the undersigned, NORTHERN CHASE DEVELOPMENT, INC., a Kentucky corporation, being the sole owner of all lots located in Shiloh Pointe Subdivision, Phase One, has hereunto set its hand by and through its authorized officer, this the day and year first above written.

NORTHERN CHASE DEVELOPMENT, INC.

BY:   
Its: President

STATE OF KENTUCKY )  
 ) Sct.  
COUNTY OF MADISON)

The foregoing Declaration of Restrictive Covenants was acknowledged before me by Kevin L. Payne, President of Northern Chase Development, Inc., a Kentucky corporation, for and on behalf of said corporation, on this 1<sup>st</sup> day of APRIL, 1998.

My Commission Expires: 1/7/2001

*Christa Wimberly*

Notary Public,  
Kentucky, State at Large

Prepared By:

Wimberly and Wimberly  
Attorneys at Law  
P.O. Box 694  
204 Water Street  
Richmond, Kentucky 40475

BY: *Christa Wimberly*

Recorded this the 1 day of April, 1998

Madison County Clerk MARY JANE GINTNER

By: *Christa Wimberly*