

DECLARATION OF RESTRICTIVE COVENANTS
SHILOH POINTE SUBDIVISION, PHASE V
(LOTS 81 THROUGH 97)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 10 day of January, 2003, by NORTHERN CHASE DEVELOPMENT, INC., a Kentucky corporation, of 569 Park Ridge 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 V, comprised of Lots Numbers 81 through 97 inclusive, and more particularly described in the Final Plat of Shiloh Pointe Subdivision, Phase V, recorded in Plat Book 21, Page 45, in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Shiloh Pointe Subdivision, Phase V, and each and every lot in said subdivision described in Plat Book 21, Page 45 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 V, as shown in Plat Book 21, Page 45, and said lots (Lots 81 through 97, inclusive) 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, successors and assigns, to wit:

All lots in Shiloh Pointe Subdivision, Phase V, 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, Phase V for the preservation of all property values.
2. Homeowners Association: There is in existence Shiloh Pointe and Shiloh Crest Homeowners Association, Inc., (which name may be modified by the Developer if necessary), a Kentucky non-profit corporation, the Articles of Incorporation of which are recorded in Articles of Incorporation Book 25, Page 258, in the office of the Madison County Clerk.

The owner of each lot in Shiloh Pointe Subdivision, Phase V, shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments levied by the Association when due, and to comply with all decisions of the Board of Directors of said Association.

The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance and repair of any common areas, storm drains and basins, common landscaping and entrances, and enforcement of these restrictions.

Any assessments levied by the Association shall be used only for purposes generally benefitting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall possess a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association an initial annual assessment of \$100.00, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners. Subsequent annual assessments shall be in such amounts and be assessed as established by the Association. The Developer, Northern Chase Development, Inc., shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must be approved by the Developer or its successor prior to commencement of construction. One (1) complete set of the plans and specifications for improvements on each lot shall be delivered to the Developer and retained by the Developer. Construction plans shall include front, side, and rear views when available or as requested by the Developer. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer in writing within seven (7) days after receipt of the plans and other required information.

4. 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.

5. 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, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 25%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and 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. 1,700 square feet for one story structures, measured exterior to exterior.
- b. 1,800 square feet for one and one-half story structures.
- c. 1,900 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 before commencement of construction. Regardless of square footage, the Developer 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.

7. Improvements: The following shall apply to all improvements constructed upon any lot in the subdivision:
- a. All residences must have a minimum two 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 is 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 or poured cement 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, Phase V, 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 70% of the exterior wall space. Materials prohibited on the exterior include, without limitation, exposed concrete block (including exposed basement and retaining walls), 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. The Developer shall retain the right in its sole discretion to approve use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said material would be suitable and consistent with the overall development plan of the subdivision.
 - i. 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. If a yard is not maintained the Developer or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 25%, from the owner of such lot.
 - j. 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, and must be approved in writing by the Developer before construction. The procedure for seeking such approval shall follow the guidelines set out in paragraph 3. above.
8. Set Back Building Lines: No building shall be constructed nearer than 25 feet from the front property line, or nearer than 25 feet from the rear property line, or nearer than 10 feet from any side property line.
9. Sidewalks: Each lot owner in Shiloh Pointe Subdivision, Phase V, other than the Developer, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of

the lot. Sidewalks shall be constructed at a distance from the curb as determined by the Developer and before occupancy of a residence. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot by the Developer, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer or the Association shall have the right to do so and collect its cost of doing so, plus 25%, from the owner of said lot.

10. Commencement of Construction: Construction of the residence on each lot must begin within 24 months from the date the Developer conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.
11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street 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, without limitation, builders and owners.
13. Division of Lots: No lot 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 Developer or its successors.
14. 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 or animal runs or enclosures are prohibited. All fences must be approved in writing by the Developer before construction of said fence. The procedure for seeking such approval shall follow the guidelines set out in paragraph 3. above.
15. Mailboxes: All mailboxes shall be either of two designs: Either the Developer shall supply the 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.
16. Outdoor Devices: Outside clothes lines, citizens and short-wave or "ham" or other 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, and shall not be located in side yards. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.

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.

17. 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.
18. 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.
19. 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.
20. 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 any street. If an inconspicuous area, meaning out of sight from any street, 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.
21. 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.
22. 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, and owners with outdoor dogs at minimum must have underground invisible pet fences. No housing, walks, or pens for pets shall be erected or placed in the front yard or in the side yard of any residence, or in any location visible from any street.
23. Trash Disposal: Garbage cans or other refuse receptacles shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties.
24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Shiloh Pointe as the Developer shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.
26. Propane and Gas Tanks: Propane tanks or other gas tanks are prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, shall not face any street, and shall be located behind the rear wall of the residence.
28. Crop Allotments: No tobacco base is conveyed with any lot.
29. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.

30. 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, Phase V, and their heirs, successors and assigns.

31. Enforcement: Either the Developer, the Homeowners' Association, 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. Invalidation of any provision of these restrictions shall not affect any other provision herein, all of which shall remain in full force and effect.

32. Waiver: Any failure of the Developer, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.

33. Outdoor Burning: Due to the wooded nature of this phase of Shiloh Pointe Subdivision, no lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type prior to completion and occupancy of a residence on any lot. Thereafter, any such outdoor burning shall be solely at the lot owner's risk, and shall occur only if permitted by law, and only if such burning does not otherwise constitute a violation of these restrictions and does not endanger any person or property.

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 V, has hereunto set its hand by and through its authorized officer, this the day and year first above written.

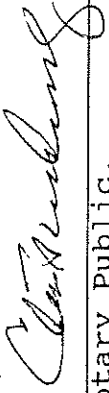
NORTHERN CHASE DEVELOPMENT, INC.

By: 
Its: President

STATE OF KENTUCKY)
) Sct.
COUNTY OF MADISON)

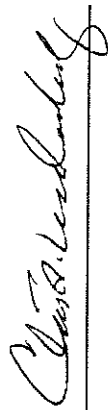
The foregoing Declaration of Restrictive Covenants was acknowledged before me by Kevin L. Payne, President of Northern Chase Development, Inc., a Kentucky corporation, for and on behalf of said corporation, on this 16 day of January, 2003.

My Commission Expires: 1/7/2005


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: 

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DEPUTY CLERK: LOREHA BURKAS