

15700

4

DECLARATION OF RESTRICTIVE COVENANTS  
SHILOH POINTE SUBDIVISION, PHASE III  
(LOTS NUMBERS 47 THROUGH 61)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 20<sup>th</sup> day of September, 1999, 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 III, comprised of Lots Numbers 47 through 61 inclusive, and more particularly described in the Final Plat of Shiloh Pointe Subdivision, Phase III, recorded in Plat Book 17, Page 31, in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Shiloh Pointe Subdivision, Phase III, and each and every lot in said subdivision described in Plat Book 17, Page 31 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 III, as shown in Plat Book 17, Page 31, and said lots (Lots 47 through 61, 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 III, 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 III for the preservation of all property values.
2. Homeowners Association: There shall be a Shiloh Pointe and Shiloh Crest Homeowners Association, Inc., (which name may be modified by the Developer if necessary) which shall be established as a non-profit corporation under the laws of the Commonwealth of Kentucky on or before January 1, 2000, and the Articles of Incorporation of said corporation, once incorporated, shall be recorded in the office of the Madison County Clerk.

The owner of each lot in Shiloh Pointe Subdivision, Phase III, 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, without proration or reduction based on the date of conveyance of said lot, which initial annual assessment shall be paid to the Association at the time of the initial conveyance of the lot by the Developer to the lot owner. Subsequent annual assessments on said lot shall be due and payable on each January 1, beginning with the first January 1 following the original conveyance of said lot by the Developer. With regard to any lots sold before incorporation of said Association, such initial annual assessment for said lots shall be due and payable to the Association on January 1, 2000, in addition to the \$100.00 annual assessment due on said lots on January 1, 2000. Subsequent annual assessments shall be in such amounts as established by the Association, and shall be due on January 1 of each successive year.

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 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 III, 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 have the sole discretion to approve modern materials deemed suitable and consistent with the overall development plan.
- 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 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 said 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 by the Developer before construction.

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 III, 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 shall have the right to do so and collect its cost of doing so, plus 25%, from the owner of said lot.

10. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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 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.
20. 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.
21. 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.
22. 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 the street or from adjoining properties.
23. 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.
24. 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.
25. Propane and Gas Tanks: Propane tanks or other gas tanks are prohibited.
26. 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.
27. Crop Allotments: No tobacco base is conveyed with any lot.
28. Nuisances: No obnoxious activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. 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 III, and their heirs, successors and assigns.
30. 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 provisions herein, all of which shall remain in full force and effect.

31. 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.

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

NORTHERN CHASE DEVELOPMENT, INC.

By: [Signature]  
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 20 day of September, 1999.

My Commission Expires: 1/7/2001

[Signature]  
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: [Signature]

DOCUMENT NO: 230345  
RECORDED ON: SEPTEMBER 20, 1999 11:01:14AM  
TOTAL FEES: \$15.00  
COUNTY CLERK: MARY JANE GINTER  
COUNTY: MADISON COUNTY  
DEPUTY CLERK: JANICE ALEXANDER