

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
OLDE FORT MITCHELL SUBDIVISION**

THIS DECLARATION, made this 31 day of July, 2003, by KFMD, LLC, a Kentucky Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, KFMD, LLC is the owner of the property described in Exhibit "A" hereof and desires to develop said real estate into a single family subdivision to be known as "OLDE FORT MITCHELL SUBDIVISION"; and

WHEREAS, the Declarant desires to provide for the preservation of the values in said community; and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, conditions, and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent owners thereof; and

WHEREAS, the Declarant has developed a set of Architectural Guidelines which are attached hereto as Exhibit "B," and same are incorporated herein by reference;

NOW, THEREFORE, the Declarant hereby declares that all of the real property described in Exhibit "A" and such other property as may be subjected to the provisions hereof pursuant to Article II, or by incorporation into the owners Deed of Conveyance, shall be held, sold and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1 Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "OLDE FORT MITCHELL SUBDIVISION" shall mean and refer to a single-family subdivision situated on the real property described in Exhibit "A" together with such portions of any real property as may hereafter be annexed pursuant to Article II.

(b) "Declarant" shall mean and refer to KFMD, LLC, a Kentucky Limited Liability Company, and their successors and assigns.

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(c) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) Ten (10) years from the signing of this document, or (b) the day next following the day on which the Declarant owns no part of the Property.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or recorded resubdivision thereof with the exception of the dedicated right of ways.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Property" and "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be annexed pursuant to Article II.

ARTICLE II

PROPERTY DEVELOPMENT - ANNEXATION

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Kenton, Commonwealth of Kentucky, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The real estate described in Exhibit "A" shall be developed as a single-family subdivision to be known as OLDE FORT MITCHELL SUBDIVISION.

Section 2. Annexation of Additional Property. Except as hereafter provided, for a period of twenty (20) years from and after the date this Declaration is filed for record, additional property, may be annexed to above-described property by the Declarant.

Any annexations made pursuant to this Article, or otherwise shall be made by recording a supplement to this Declaration with the Clerk of Kenton County, Kentucky, which supplementary declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such supplementary declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the property. The foregoing notwithstanding, additional annexations may be made by reference in deeds of conveyance incorporating such Declaration as being applicable to the property described therein.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced,

erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing by an Architectural Control Committee appointed by the Declarant. Such plans and specifications shall be reviewed by the appropriate Committee as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. Except as otherwise provided for in the Declaration, in the event such Committee fails to approve or disapprove said plans and specifications (associated with the remodeling of a dwelling and related improvements) within sixty (60) days after submission, approval will not be required and this Article shall be deemed fully complied with. In the event that no such committee has been designated, then the Declarant shall act as the Architectural Control Committee.

Section 2. General Requirements. Except as otherwise provided, the attached Architectural Guidelines and the following requirements shall be applicable to all Lots in OLDE FORT MITCHELL SUBDIVISION:

(a) General Conditions. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage suitable for parking not more than four (4) cars which is to be constructed pursuant to attached Architectural Guidelines, unless otherwise excepted from this provision by the Declarant in writing. The restrictions set forth herein shall not apply to Lots owned by the Declarant.

(b) House Placement and Yard Grading. Residences shall conform to grade and drainage patterns existing at the time of the recording of the record plat for the subject Lot. Existing grades and Lot lines shall not be unreasonably altered without the written consent of the Declarant. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

(c) Underground Houses and Log Houses. Underground and log structures are prohibited.

(d) Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance and kept in good condition and repair.

(e) Water discharge. Storm water must be disposed of in accordance with drainage plans established by the Declarant or the Architectural Control Committee.

(f) Radio and Television Antennas. All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the Lot. Satellite dishes shall only be installed behind the rear building line and shall not be of such size or location as to be seen from the street or as otherwise permitted upon obtaining a variance in accordance with the provisions of Article VIII, Section 3.

(g) Air Conditioning and Heat Pump Equipment. Such equipment shall be located only in side or rear yards.

(h) Awnings. No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval of the

Declarant or the Architectural Control Committee.

(i) Fences, Walls & Hedges: The composition, location and approval of fences, walls and hedges (excluding necessary retaining walls) shall be in accord with the Architectural Guidelines attached hereto and incorporated herein by reference.

(j) Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street.

(k) Lighting Exterior. Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by a utility company.

(l) Completion. Construction of a residential building on any tract shall be completed within eighteen (18) months from the date construction is started and any disturbed areas of the yard of the residence must be sodded or seeded.

(m) Mailboxes. Mailboxes shall be constructed of a material and design selected by the Declarant or the Architectural Control Committee.

(n) Subdivision and Consolidation of Lots. No Lots shall be subdivided or consolidated with other Lots without obtaining a variance in accordance with the provisions of Article III, Section 3.

(o) Zoning. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

Section 3. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of this Declaration and the Architectural Guidelines, the Declarant shall have the authority to grant reasonable variances from the provisions of this Declaration and Architectural Guidelines, including the provisions of Article III, Section 2. Additionally, so long as Declarant owns one or more Lots on the Property, Declarant may grant reasonable variances from the provisions of Article III, Section 2 with respect to Lots owned or sold by Declarant. No variance granted pursuant to the authority of this Section 3 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration and Architectural Guidelines not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

Section 4. Size of Residences. The square footage requirements for residences shall be as set forth in the attached Architectural Guidelines.

ARTICLE IV

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions - OLDE FORT MITCHELL SUBDIVISION. All Lots in OLDE FORT

MITCHELL SUBDIVISION shall be subject to the following restrictions:

(a) Purpose of Property. All Lots shall be used only for residential purposes and purposes auxiliary thereto. The Declarant shall have the right to use unsold residences as model homes or sales offices. Additionally, builders shall have the right to use unsold residences as model homes or sales offices, provided Declarant agrees to same in writing.

(b) Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by Declarant and held for sale.

(c) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be leashed. All pet owners shall be held responsible for any and all damage caused by such pet. All pet owners shall clean up after their pets in all common areas or green spaces.

(d) Signage. No sign of any kind shall be displayed to the public view on any Lot except as permitted by local ordinance, and in no event not to exceed (a) one Professional sign of not more than two (2) square feet; (b) one sign of not more than four (4) square feet advertising the property for sale; (c) and any size signs used by Declarant to advertise the property during the construction or sale period.

(e) Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lot owned by Declarant and held for sale.

(f) Prohibited Accessory Structures. No permanent or temporary building, tent, storage shed, free standing greenhouse, or above ground pool or pool designed for above ground use shall be erected or permitted to remain upon a Lot. Other accessory structures may be permitted when approved by the Declarant in accordance with Article III, Section 1. This paragraph shall not apply to any Lots owned by Declarant and held for sale.

(g) Maintenance requirements and costs. Each and every Lot and house thereon shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All landscaping on the Lots shall be maintained in good condition. Any trees installed by Declarant that are removed or die shall be replaced by the owner of the Lot with a tree of similar type and size to the extent practical. All Lots, including any areas designated "Landscape and Signage Easements" on such Lots, shall be kept free of debris and clutter and shall be kept mowed by the Lot Owner. This paragraph shall not apply to any Lots owned by Declarant and held for sale. During construction all streets must be kept clean and free of mud and debris. The Developer reserves the right to bill the owner or builder for any cleaning of mud or debris from the street(s) or other lots in the development, or for any damages to the streets, curbs or other improvements in the Subdivision caused by a lot owner, its builder or subcontractors. Lot owners and builders agree to be responsible for all such costs of cleaning and damages.

(h) Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, motor homes, boat, or travel trailers or any other similar vehicle, shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in an enclosure or garage and completely out of view. This paragraph shall not apply to any Lots owned by Declarant and held for sale.

(i) Garage and Yard Sales and Christmas Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

Christmas lights may be erected no sooner than six (6) weeks prior to and removed no later than six (6) weeks after Christmas.

(j) Obstruction of Easements and Drainage. No structure, planting or other material other than, driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction of any drainage channels in easement area. The easement area of each Lot and all improvements in the easement shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. Unless otherwise designated on the record plat, a ten (10) foot wide private drainage easement shall exist along all common lot lines, the common lot line being the center line of said easement.

ARTICLE V

MISCELLANEOUS

Section 1. Duration. Except as otherwise provided and except where permanent or perpetual easements or other permanent rights or interest are herein created, the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 2. Amendment. The Declaration may be amended, from time to time as follows:

(a) By Declarant. The Declarant reserves the right and power, and each Lot Owner by acceptance of a deed to a Lot is deemed to consent to and does with an interest, which shall run with the title to the Lot, and is irrevocable except by Declarant for a period of five (5) years from the date hereof, to amend this Declaration to the extent necessary to conform to the

original intent of this document, or to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Environmental Protection Agency or similar agency), without the approval of the Lots Owners, or, to the extent necessary to enable Declarant, in the Declarant's sole-discretion, to meet any other reasonable need or requirement in order to complete the development of the Property or to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

Additionally, the Declarant shall have the right to amend the Declaration as provided in Article II, Section 2 in order to annex additional property to the terms of this Declaration.

(b) By Lot Owners. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by persons or entities owning seventy-five (75%) of all of the Lots; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or to enjoin violation or to recover damages; and the failure or forbearance by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 5. Non-Liability of Declarant or Declarant. Neither Declarant nor their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration, whether or not such claims shall be asserted by an Owner, Occupant, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof, arising out of repair or by reason of any act or neglect of any Owner, Occupant and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided by the Declarant to an Owner.

Section 6. Action by Declarant. Any provision in the Declaration which requires or permits any action to be taken by Declarant shall only be effective in the event such action is evidenced in writing and signed by KFMD, LLC or their respective successors or assigns.

Section 7. Gender and Grammar. The singular, whenever used shall be construed to mean plural when applicable, and the necessary grammatical changes required to make the

provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.


IN WITNESS WHEREOF, the said KFMD, LLC, a Kentucky Limited Liability company, has hereunto set their signatures on the day and year first written above.

KFMD, LLC

By: 
Its: Managing Member

COMMONWEALTH OF KENTUCKY:]
] SS:
COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 31 day of July, 2003 by Gurtis P. Greeney, Managing Member of KFMD, LLC on behalf of said Limited Liability Company and the same is his voluntary act and deed.

My Commission Expires: 10/03/03 
Notary Public

This Instrument Prepared By:

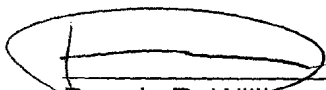

Dennis R. Williams,
Adams, Stepner, Woltermann
& Dusing, P.L.L.C.
40 West Pike Street
Covington KY 41011
859-394-6200

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "A"

Parcel One

Group Number: 3056
PIDN: 027-40-00-007.00
PIDN: 027-40-00-007.01

Located in Kenton County, Kentucky, lying on the West side of Dixie Highway and on the Northeast side of Ridge Road and is more particularly described as follows:

Beginning at an iron pin (set) in the Westerly right-of-way line of Dixie Highway, 30.00 feet as measured perpendicular to the centerline, at the common corner of Henry Kruempelman (Deed Book 1049, Page 199) and Lot 12 of Dickman Company, Inc. Resubdivision of Lots 1-8 of Fortside Subdivision (Plat Slide 736); thence with said right-of-way line, S. 56-30-55 W., 96.34 feet to a point; thence with a curve to the left, said curve having a radius of 580.72 feet and a chord bearing and distance of S. 42-17-03 W., 285.53 feet, an arc distance of 288.48 feet to a point; thence S. 28-03-10 W., 46.69 feet to a P.K. nail (set); thence leaving said right-of-way line of Dixie Highway N. 46-08-22 W., 343.46 feet to a P.K. nail (set); thence S. 32-36-38 W., 26.07 feet to an iron pin (set); thence N. 35-08-22 W., 1956.90 feet to an iron pin (set) at the common corner of Kruempelman, Matth. Toebben (Deed Book 490, Page 87) and in the Easterly line of St. John's Cemetery; thence with the common line of Kruempelman and Toebben N. 50-06-38 E., 508.20 feet to an iron pin (set) at the common corner of Kruempelman, Toebben and in the Westerly line of Lot 7 of Matth. Toebben Subdivision, Section G, (Plat Slide 789); thence with the common line of Kruempelman, Matth. Toebben Subdivision, Section G, Section F (Plat Slide 772), Irene Hess (Deed Book 1206, Page 265) and John Robinson (Deed Book 946, Page 1) S. 35-00-37 E., 1560.15 feet to an iron pin (set); thence with the common line of Kruempelman and Lots 6, 11 and 12 of Dickman Company, Inc. Resubdivision of Lots 1-8 of Fortside Subdivision S. 35-25-16 E., 685.68 feet to the point of beginning, containing 25.669 acres, inclusive of the previous outsales listed below, and being subject to all rights-of-way and easements of record.

There is **excepted** out of this conveyance the following tracts:

Henry Kruempelman (Deed Book 270, Page 223)
Edward Kruempelman (Deed Book 453, Page 305)
Anna Kruempelman (Deed Book 453, Page 302)

After deducting the acreage for the above exceptions, the area intended to be conveyed in this description is 24.200 acres.

Subject to conditions, easements and restrictions of record and/or in existence.

Parcel Two

Group Number: 3056

PIDN: 027-40-00-011.00

Beginning at the point where the East property line of St. John's Cemetery (the dividing line between the Cemetery and Kruempelmann) intersects the North right-of-way line of the Cincinnati, Covington and Erlanger Railway Co.; thence with the dividing line between the Cemetery and Kruempelmann, N. 31 degrees 55' W., 140 feet, more or less, to a point (156.6' from gauge of a North rail of the out bound track); thence N. 58 degrees 05' E., 242.5 feet to a point midway between the West and East lines of Kruempelmann's property; thence S. 31 degrees 55' E., 100 feet to a point in the North right-of-way line of the Cincinnati, Covington and Erlanger Railway Co.; thence Southwestwardly with said right-of-way line 245 feet, more or less, to the point of beginning. Containing approximately 0.67 acres of land.

Subject to and **excepting** the following described property which was conveyed by Deed dated August 16, 1978 and recorded in Deed Book 728, Page 28: BEING a parcel of land lying on the Westerly portion of the Henry Kruempelman tract, off St. John's Road, in the City of Fort Mitchell, Kentucky, as recorded in Deed Book 270, Page 223 of the Kenton County Clerk's records at Covington, Kentucky and being more particularly described as follows:

Beginning at the point where the East property line of St. John's Cemetery (the dividing line between the Cemetery and Kruempelman) intersects the North right-of-way line of the Cincinnati, Covington and Erlanger Railway Co., said right-of-way now vacated; thence with the dividing line between the Cemetery and Kruempelman, N. 33 degrees 45' W., 145.00 feet to an iron pin; thence N. 56 degrees 15' E., 100.00 feet to an iron pin; thence along a new dividing line S. 33 degrees 45' E., 88.46 feet to an iron pin in the Northerly side of a 16 foot wide ingress-easement; thence along said easement S. 46 degrees 16'-16" W., 4.79 feet to a point; thence S. 42 degrees 12'-02" W., 10.24 feet to a point; thence S. 36 degrees 10'-03" W., 10.45 feet to a point; thence S. 33 degrees 10'-03" W., 10.54 feet to a point; thence S. 25 degrees 04'-32" W., 16.36 feet to a point; thence S. 19 degrees 50'-39" W., 14.94 feet to a point; thence S. 20 degrees 58'-24" W., 48.78 feet to the point of beginning. Containing 0.26 acres.

Subject to conditions, easements and restrictions of record and/or in existence.

Parcel Three

Group Number: 3056

PIDN: 027-40-00-009.00

Being 0.56 acres Northwest of the Henry Kruempelman tract (Deed Book 270, Page 223) and described more particularly by Hedger and Fielding, C.E. as a result of a survey on April 18, 1957, as follows:

Beginning at a point on the dividing line of St. John's Cemetery property and Mrs. Mary Kruempelman's, said line being the West line of Mrs. Mary Kruempelman's 26 acre tract, which point is 1235 feet North of the North line of the Dixie Highway; thence North 56°-15' East, 242.5 feet with Henry Kruempelman's line; thence North 33°-45' West, 100 feet; thence South

56°-15' West, 242.4 feet to the East line of the St. John's Cemetery property; thence along the East line of same South 33°-45' East, 100 feet to the place of beginning and contains 0.56 acres.

Easement and Right-of-Way: In order to permit the Grantee to reach St. John Road, an easement and right-of-way over the following route as surveyed by Hedger and Fielding is granted and the Grantors, Henry Kruempelman and Catherine Kruempelman, join in this conveyance to indicate their approval to the route, which shall for all purposes be jointly maintained by the two tracts using the right-of-way and is granted for the individual benefit of the two tracts.

Description of the center line of a 10 foot easement over and through Mary Kruempelman and Henry Kruempelman's property:

Beginning at a point on the East line of St. John's Road, said point being 1070 feet North of the North line of Dixie Highway; thence North 17°-20' East, 88.75 feet; thence North 46°-03' East, 111 feet; thence North 6°-27' West, 100.6 feet to the South line of the lot deeded to Ed Kruempelman from Mrs. Mary Kruempelman.

Subject to conditions, easements and restrictions of record and/or in existence.

Parcel Four

Group Number: 3056

PIDN: 027-40-00-008.00

Being the "Kruempelman Homestead" and the land on which it is situated and immediately surrounding it and described by Hedger and Fielding, C.E., as a result of a survey on April 18, 1957 as follows:

Beginning at a point on the East line of Ridge Road, said point being 306 feet North of the Dixie Highway; thence North 41 degrees 36' East, 135.83 feet along extreme South line of a ten foot roadway; thence North 49 degrees 15' West, 69.87 feet along extreme East line of a ten foot roadway; thence South 88 degrees 28' West, 142.17 feet along extreme North line of a ten foot roadway and to the East line of St. John's Road; thence along East line of St. John's Road, South 36 degrees East, 178.12 feet to the place of beginning.

This conveyance is made subject to the condition that as long as the land surrounding the "homestead" shall be used by Henry and Edward Kruempelman, or their survivor, as a farm, then the operators of the farm shall be entitled to a right-of-way and easement over, and use of, the 10' roadway around the homestead and shall be charged with its maintenance and upkeep. On the cessation of farming operations, the easement shall terminate.

Subject to conditions, easements and restrictions of record and/or in existence.

Parcel One

ESTATE OF HENRY G. KRUEMPELMAn, Deceased (as to an undivided ¼ interest), **CATHERINE F. KRUEMPELMA**n (as to an undivided ¼ interest) and **EILEEN LEDER** (as to an undivided ½ interest) by reason of a Deed from **HENRY KRUEMPELMA**n and **CATHERINE F. KRUEMPELMA**n, Husband and Wife, to **HENRY KRUEMPELMA**n (as to an undivided ¼ interest), and **CATHERINE F. KRUEMPELMA**n (as to an undivided ¼ interest) dated June 18, 1991 and recorded in Deed Book 1049, Page 199 and by reason of a Deed from **EILEEN LEDER**, Administratrix With Will Attached of the **ESTATE OF EDWARD KRUEMPELMA**n, Deceased, and **EILEEN LEDER**, single, to **EILEEN LEDER** (as to an undivided ½ interest) dated April 12, 2001 and recorded in Official Record Book C-554, Page 75, all references being to the Kenton County Clerk's records at Covington, Kentucky.

Parcel Two

ESTATE OF HENRY G. KRUEMPELMAn, Deceased (as to an undivided ½ interest) and **CATHERINE F. KRUEMPELMA**n (as to an undivided ½ interest) by reason of a Deed from **HENRY KRUEMPELMA**n and **CATHERINE F. KRUEMPELMA**n, Husband and Wife, dated April 23, 1991 and recorded in Deed Book 1050, Page 88 of the Kenton County Clerk's records at Covington, Kentucky.

Parcel Three

EILEEN LEDER by virtue of the Last Will and Testament of **EDWARD KRUEMPELMA**n recorded in Will Book 185, Page 807 of the Kenton County Clerk's records at Covington, Kentucky.

Parcel Four

ESTATE OF HENRY G. KRUEMPELMAn, Deceased (as to an undivided ½ interest) and **CATHERINE F. KRUEMPELMA**n (as to an undivided ½ interest) by reason of a Deed from **HENRY KRUEMPELMA**n and **CATHERINE F. KRUEMPELMA**n, Husband and Wife, dated April 23, 1991 and recorded in Deed Book 1050, Page 85 of the Kenton County Clerk's records at Covington, Kentucky.

EXHIBIT "B"

ARCHITECTURAL GUIDELINES

Architectural Guidelines For Olde Fort Mitchell Subdivision

Architectural Guidelines:

The architectural guidelines serve to create a custom home community at the Olde Fort Mitchell subdivision in Fort Mitchell, Kentucky. The guiding principals of the architectural review process will be the authenticity of style, color, and texture of the home as viewed from the road or the public space in front of the home. The design should be an authentic documented style. The home design and detailing should be consistent on all four sides of the home in its style. In traditional brick designs, brick wrap on the rear and side is acceptable if properly detailed.

Style and Detail:

The mitigation of the garage and the garage doors will be a primary concern in the approval process. Innovative design of the garage within a consistent style is encouraged.

Use of purchased or standard builders plans may be repeated if separated by one lot and a different elevation and massing is used. The same elevation with different colors may be repeated if separated by three lots.

Bricking to within 8 inches of grade or the use of architectural finishing materials to grade is required on all lots. Step down foundations with sloping grade are also required.

Square Footage Requirements:

The following Square footage requirements are standard in the entire community, with the exception of the currently existing farm house, in the event it is purchased and remodeled. In that event, its square footage shall be as approved by the Declarant:

<u>Ranch</u>	<u>Story and ½</u>	<u>Two Story</u>
2200 sq. ft.	2500 sq. ft.	2800 sq. ft.

These are minimum square footage requirements. As measured to the outside of wall and includes staircases.

Lot Set backs (per City of Ft. Mitchell regulations):

- A) Side yard lot set backs shall be a minimum of 7 feet with a total of twenty feet. (7+13 feet)
- B) Rear yard set backs will be twenty feet.
- C) Front yard set backs will be a thirty five feet.

Garages:

Garage doors shall be turned away from the street with side or rear entry garages. If rear or side entry is not possible front entry garage can be granted on a case-by-case basis. In addition, the doors should be further screened with landscaping and/or wing walls if possible.

B) Detached garages in the front of the home are permitted and must be attached with a breezeway or Porte Cochère.

C) Detached garages in the rear of the home are permitted and do not need a breezeway. However, they must be within the side yard requirements & twelve feet from the rear property line.

D) We encourage other garage design solutions to mitigate the garage with trellises or other architectural features.

E) Curving the drive and sidewalks as grade and lot width permits is encouraged. As is textured concrete and pavers.

Landscaping:

A) All homes shall have a 4 tree minimum requirement in their rear yard (2.5" or greater in diameter) when lots back up to one another. Trees shall be staggered and be of at min of 2 species. This includes existing trees.

B) All homes shall have a minimum of two trees in front yards (2.5" or greater in diameter) with an additional three ornamental or evergreens in the front yard.

C) All required landscaping shall be installed within six months of occupancy and developer shall be notified in writing for final inspection request.

Siding:

All siding materials shall be consistent with the architectural style of the design. The architectural control committee will review the use of the siding materials within the context for the architectural style indicated on the drawing and denoted on the architectural review form. The authenticity of style as viewed from the public road is the primary concern.

Roofs:

Roofs shall be upgraded dimensional shingles with a minimum 25-year life. Muted and natural colors appropriate to the architectural style are encouraged.

Fences, Walls, & Hedges:

The composition, location, and height of any fence, wall, or hedge, to be constructed on any lot shall be approved in advance by the architectural review committee. No fence shall be approved on any lot between the rear of the house constructed thereon and the street in the front of the house. The architectural review committee shall require the composition of any fence, wall, or hedge to be consistent with the material used in the surrounding Single Family Residences and other fences, if any. Chain link fencing may not be used. Fencing design must accompany the final working drawing submitted to the architectural review committee for any proposed single family residence or the plan will be denoted that a future fencing request will be needed prior to construction. Any future fences, walls, or hedges must be approved by the architectural review committee. Underground fencing is allowed in the rear of the lots only. In addition to architectural review committee approval, a city building permit may be required if applicable per the City of Ft. Mitchell building code.

On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street the shortest distance between residence erected on said corner Lot and the side street. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot but not referred to in the mailing address of said Lot. Additionally, no fence shall be permitted to be constructed or extended into a landscape and signage easement as set forth on a record plat for the Property. This paragraph shall not apply to fences or decorative fences installed by Declarant in connection with the development of the Property.

Architectural Controls:

A) Lots may be contracted for sale prior to architectural review approval. However, the architectural review committee shall be required to approve each plan prior to the application for the building permit with the City of Ft. Mitchell. The approval shall be in a form similar to those set forth as Exhibits "1" and "2" attached hereto. Any changes in the exterior of the home after initial approval shall also be approved prior to installation in a similar manner.

B) All relevant KFMD, LLC dba Old Fort Mitchell Subdivision documents are of record at the Kenton County Court House.

Architectural Control Bibliography:

1) Books from the preservation press by the National Trust for Historic Preservation such as: "What Style is it" A guide to American Architecture by John Poppeliers, S. Allen Chambers, Jr. and Nancy B. Swartz: Historical American Building Survey.

2) "American House Styles" A concise guide, by John Milnes Baker, A.I.A. W.W. Norton & Co., 1994.

3) "The Architectural Treasure of Early America" by the National Historical Society; 23 volumes; 1988.

4) "A Field guide to American houses" by Virginia & Lee McAlester. A Borzoi book published by Alfred A. Knopf, Inc.; 1984.

Approved Plan Books for Design Style and Detail:

- 1) Southern Living Plans
Design Traditions
Birmingham, AL 35283-0349
1-800-755-1122
www.southernliving.com

- 2) Stephen Fuller
Design Traditions
1200 Ashwood Parkway, Suite 250
Atlanta, GA 30338
1-800-274-2444
www.stephenfuller.com

- 3) Frank Betz Associates, Inc.
2401 Lake Park Drive Suite 250
Smyrna, GA 30080
1-888-717-3003
www.frankbetz.com

- 4) Donald A. Gardner Architects, Inc.
P.O. Box 26178
Greenville, SC 29616
1-800-388-7580
www.dongardner.com

- 5) Nastagia Home Plans Collection
By Design Basics, Inc.
11112 John Galt Blvd
Omaha, NE 68137
1-800-947-5507
www.designbasics.com

- 6) Studer Residential Designs, Inc.
4010 Alexandria Pike
Cold Springs, Ky. 41001
1-859-441-9476
www.studerdesigns.com

Exhibit "1"

KFMD, LLC
dba Olde Ft. Mitchell Subdivision
Architectural Review Committee

Approval Form

Lot Number: _____

Approved: _____
KFMD, LLC

Lot Size: _____

Architect: _____

Customer: _____

Builder: _____

Architectural Style: _____

Square Footage: _____

Plans Submitted by and date stamped (please attach) _____
Name Date

*(Two copies need to be submitted with floor plan and front elevation with materials and comments noted. Minimum size 1/8" = 1'.)