

*copy*

PLAT# 312-A

PIDN: 031-00-01-007.00 (Lot #7)  
031-00-01-011.00 (Lot #11)  
031-00-01-015.00 (Lot #15)

## RESTRICTIVE COVENANTS RIDGEWAY FARM SECTION THREE

1. Preamble. JTJ Development, LLC, a Kentucky limited liability company, and Developer of RIDGEWAY FARM SUBDIVISION, Section Three, intending to establish a general plan for the use, occupancy and the enjoyment of RIDGEWAY FARM SUBDIVISION, Section Three, hereby declares that, for the mutual benefit of its present and future owners, all lots in Section Three, shall be subject to the following restrictions. Donald R. Anderson and Amy H. Anderson, husband and wife, own lot Seven (7), Section Three, RIDGEWAY FARM SUBDIVISION, as shown on Plat slide 312-A of the Kenton County Clerk's Records in Independence, Kentucky, located at 1936 Bridle Path, Independence, Kentucky, 41051, PIDN 031-00-01-007.00, having acquired same by deed recorded in Deed Book I-78, page 91 of the aforesaid Clerk's records.

2. Residential Area. The real estate described in this deed shall be used exclusively for one-family private dwelling house purposes. There shall be only one dwelling house per Lot. No Lot may be subdivided in order to make more or smaller lots.

3. Setback Requirements; Minimum Dwelling Size. (a) Subject to any greater zoning requirements and to the right of the Grantor or its designee to provide for greater setbacks and side yard requirements as hereinafter provided, no building shall be erected, placed or suffered to remain upon any building lot nearer than 35 feet to the front street right-of-way line for all lots in Section Three. (b) All homes shall be equipped with a two-car garage, either attached or in the basement (no detached garages). If the two-car garage faces the street, it shall be equipped with a two-car-wide driveway from the street to the garage; if the garage is on the side or in the rear, it shall be equipped with a parking pad at the driveway--this is to discourage on-street parking. All ranch style, one-story homes, with an attached two-car garage shall contain not less than 1300 square feet of living area and at least 1500 square feet if the garage is in the basement. All two-story dwellings with the garage in the basement shall contain a living area of not less than 1800 square feet, except that a two-story dwelling with attached two-car garage shall contain not less than 2000 square feet of living space. No bi-level homes shall be permitted; other building types shall be presented to Grantor for approval pursuant to Section 10. Open porches, carports, garages, breezeways, utility rooms, attics, basements and basement family rooms are not included in the term "living area". The minimum value of any home constructed (including Lot) shall be at least \$160,000.00 (1997 value, to be adjusted from time to time by Grantor).

4. Accessory Buildings/ Pools. No barn, shed, shop, garage or other outbuilding shall be erected, placed or suffered to remain upon the premises; and no above-ground pools shall be permitted.

5. Fence or Wall Restriction. No fence or wall of any kind including hedge fence for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon said premises between the rear of the residence constructed on the lot and the street in front of the residence. For corner lots, in addition to the foregoing fence and wall restriction pertaining to the said lots, no such fence or wall shall be erected, placed or suffered to remain upon said premises nearer to any street upon which the lot abuts than the building line of the residence constructed on the lot nearest to said street. Only chain link, board, split-rail, picket and similar fences may be erected on any lot, and no barbed wire, chicken wire, woven wire farm fence, or similar fences shall be permitted.

6. Noxious or Offensive Trade or Activity, Burning of Trash. No noxious or offensive trade or activity shall be carried on upon any lot or within any dwellings situated upon the lot, nor shall anything be done therein or thereon which may be or become any annoyance or nuisance to the neighborhood or the other owners of the lots in the Subdivision. 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. This restriction shall not apply to developers and contractors during the period of development of the Subdivision or construction of living units, who shall comply with all applicable laws, regulations and ordinances.

7. Livestock and Poultry. No animals, livestock, ponies, horses or poultry of any kind shall be raised, bred, or kept on any building 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. No kennel or other similar enclosure may be constructed on any lot. Any enclosure containing more than two dogs shall be deemed to be a kennel and therefore prohibited.

8. Easements Reserved in Grantor. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats; additional easements may be reserved and/or granted by separate document. No structure, planing or other material other than driveways or sidewalks shall be placed or permitted to remain on any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. The Easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, and by all benefitted lot owners jointly for those Easement areas designated to mutually benefit two (2) or more lots, except for those improvements for which a public authority or utility company is responsible. All utilities, including service lines to the homes, shall be underground.

9. Grade of Land. The Grantor expressly reserves to itself, or its designee, the sole and exclusive right to establish grades, slopes, swales and contours on the land hereby conveyed and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.

10. Architectural Control. All building and grading plans shall be submitted to the Grantor prior to the start of construction. The Grantor or its nominee may disapprove any proposal if, in its sole determination, the locations of the buildings are not suited to the topography and finished ground elevation of the building lot, or the external design of the buildings, or the quantity and quality of landscaping is not in conformity and harmony with the external design of the existing buildings and the general landscaping in the Subdivision, or both. All homes shall be constructed with brick or stone-wrap at least on the first floor--mostly all vinyl, wood and/or aluminum siding homes shall not be allowed. All construction shall retain as much original vegetation and trees as possible; no grading, digging, clearing or excavation shall be permitted until Grantor has approved the building and grading plans. Grantor retains the right to approve any builder who is not a member of JTJ Development, LLC.

11. Surplus Dirt. The Grantor or its designee may direct that all surplus dirt accumulating from excavation or grading or any building lot be deposited by the Grantee or his excavator or grader at any place or location within the SUBDIVISION without limitation as to sections of the SUBDIVISION.

12. Storage, Vehicles and Signs. No storage of any nature which is exposed to public view shall be permitted. All recreational vehicles, trailers, campers, boats or similar vehicles shall be parked only on hard surface areas beyond the rear building line on any lot. No trucks in excess of 3/4 ton shall be parked on any lot, except in a completely enclosed garage, nor on any streets in said SUBDIVISION. No signs of any kind shall be displayed to the public view on any building plot or lot, except one sign of no more than nine square feet advertising the property for sale or rent, or signs of not more than 32 square feet used by a builder to advertise the property during the construction and sales period. This restriction shall not apply to signs erected by the Grantor or its designee advertising RIDGEWAY FARM SUBDIVISION.

13. Sidewalks. There shall be sidewalks constructed and maintained in the public right-of-way on both sides of the streets, including *cul-de-sac* streets. It shall be the obligation of each lot owner or the builder of the home on that lot to construct the sidewalk according to applicable standards. The lot owner and builder shall save, protect and hold Grantor harmless for the lot owner/builder's failure to construct the sidewalks in a timely or proper manner.

14. Mailboxes. Each home shall be equipped with a black poly mailbox with post, flange, pedestal, crossbar, sign plaque and numbers--as illustrated in the Exhibit which is

attached hereto and incorporated herein by reference, or similar as approved by Grantor. No other mailbox shall be permitted.

15. Maintenance Obligation for Entrance Walls and Landscaping. The Grantor has or will construct Entrance Walls and associated landscaping at the entrance of the Subdivision. It shall be the lot owner('s) obligation of the lot(s) which abut the Entrance Walls and Landscaping to maintain such. The lot owner(s) of the lot(s) which abut the Entrance Walls and Landscaping shall save, protect and hold Grantor harmless for the lot owner('s) failure to maintain the Entrance Walls and Landscaping in a timely or proper manner.

16. Definitions. Grantor - as used in the foregoing restrictions, the word "Grantor" shall mean JTJ Development, LLC, its successors and assigns, either by voluntary transfer and conveyance of the subject property, or by operation of the law.

Designee - as used in the foregoing restrictions, the word "Designee" shall mean any person, committee, firm or corporation expressly designated and nominated by Grantor to act for it, or any successor of Grantor who becomes such, either by voluntary transfer and conveyance or by operation of law. If Grantor shall be out of existence or cease to function, any designee may designate or nominate a substitute or successor designee.

17. Violation of Covenants. It shall be lawful for any person or persons owning any real properties situated in this SUBDIVISION to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to prevent it or them from so doing, or to recover damages or other dues for such violation.

18. Reservation of Right by Grantor. The Grantor for itself and its nominee, hereby reserves the right to modify and amend these restrictions and conditions with respect to building lots in said Subdivision other than the building lot in this specific section of RIDGEWAY FARM SUBDIVISION in which the foregoing lots herein conveyed are located.

19. Severability. Invalidation of any of these restrictions by Judgment of Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them to and until December 31, 2015 unless an instrument signed by a majority of the owners of the lots has been executed and recorded, agreeing to change these Restrictive Covenants in whole or in part. After such date, said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. In any case, any change in these

Restrictive Covenants shall not be effective unless Grantor has approved the change, if Grantor owns at least one lot in any section of RIDGEWAY FARM SUBDIVISION, or owns any property which will or may become a part of the Subdivision.

IN WITNESS WHEREOF, the said Grantor, JTJ Development, LLC, acting by and through Jim Hellmann, Thomas J. Schreiber, and Joseph C. Spille, being all of its Members, have hereunto set their hands this 23 day of April, 2002

JTJ DEVELOPMENT, LLC

By: Jim Hellmann  
JIM HELLMANN, Member

By: Thomas J. Schreiber  
THOMAS J. SCHREIBER, Member

By: Joseph C. Spille  
JOSEPH C. SPILLE, Member

IN WITNESS WHEREOF, Donald R. Anderson and Amy H. Anderson, husband and wife, owner of lot Seven (7), Section Three, RIDGEWAY FARM SUBDIVISION join this document to consent to and ratify the RESTRICTIVE COVENANTS as set forth herein for the benefit and burden of their property located at RIDGEWAY FARM SUBDIVISION, Section Three this 23 day of April, 2002.

Donald R. Anderson  
DONALD R. ANDERSON

Amy H. Anderson  
AMY H. ANDERSON

COMMONWEALTH OF KENTUCKY  
COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April 2002, by JIM HELLMANN, THOMAS J. SCHREIBER and JOSEPH C. SPILLE, all the members of J.T.J. Development, LLC, a Kentucky limited liability company, on behalf of the company

Joyce Anthonissen  
Notary Public

My Commission Expires: 4/9/05

My Jurisdiction Is: State at Large

COMMONWEALTH OF KENTUCKY  
COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April 2002, by Donald R. Anderson and Amy H. Anderson, husband and wife.

Joyce Anthonissen  
Notary Public

My Commission Expires: 4/9/05

My Jurisdiction Is: State at Large

Prepared By  
ZIEGLER & SCHNEIDER, P.S.C.  
Attorneys at Law  
541 Buttermilk Pike, Suite 500  
P.O. Box 175710  
Covington, Kentucky 41017-5710

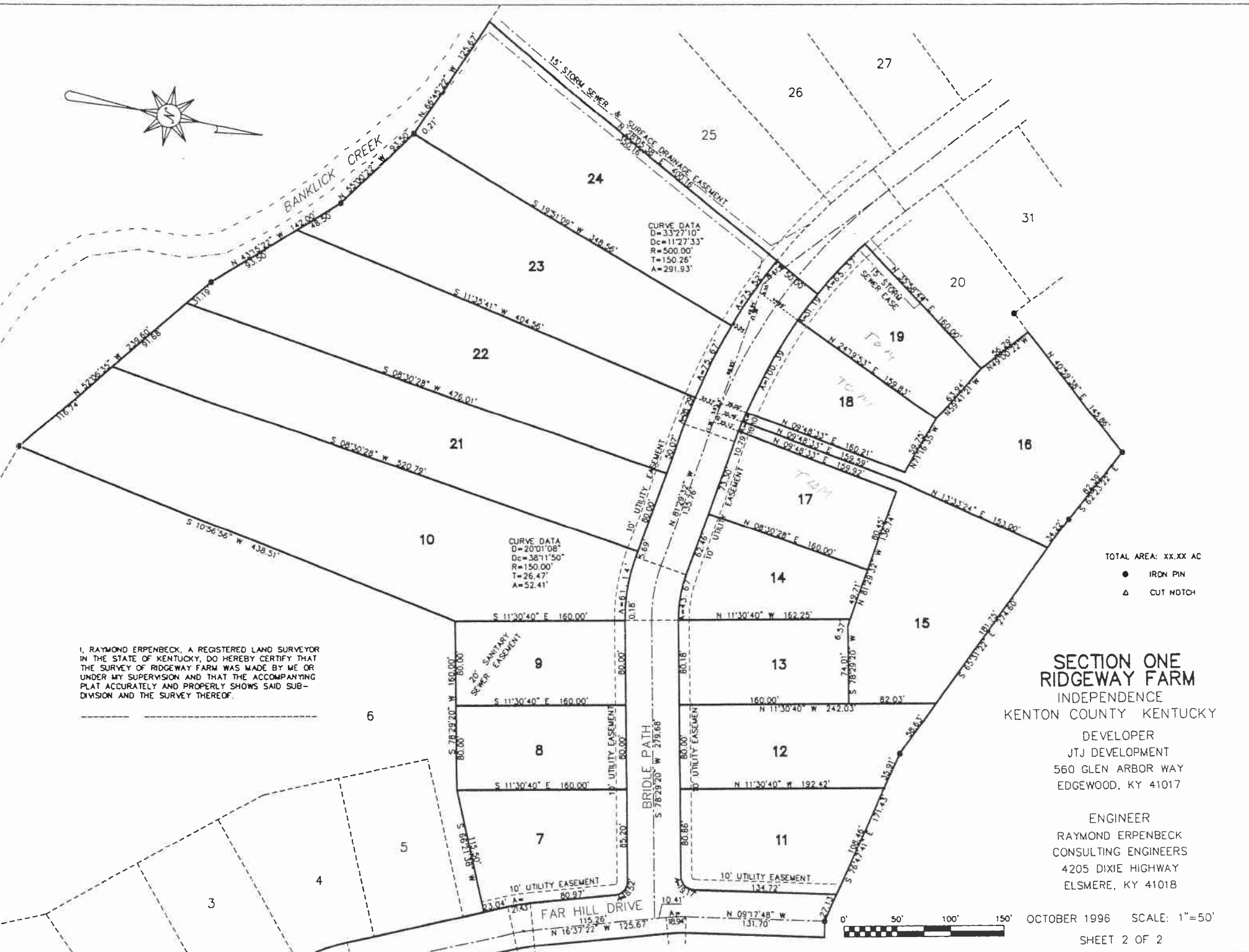
By: Michael A. Duncan  
MICHAEL A. DUNCAN

H:\MAD-Deeds\02\Ridgeway Farm\Restrictive Covenants\_3.2nddraft\wpd.wpd

Recorded  
INDEPENDENCE KENTON COUNTY CLERK  
Doc type: RESTRICTIVE COVENANT  
Book/page: 1-536/ 11: 7 pg  
Doc#: 02 04 26 059 00118  
Bk/Tm Recorded: 04/25/2002 10:40:59am  
Total fees: \$1.00 Tax: 0.00



000X 437 PAGE 091



I, RAYMOND ERPENBECK, A REGISTERED LAND SURVEYOR IN THE STATE OF KENTUCKY, DO HEREBY CERTIFY THAT THE SURVEY OF RIDGEWAY FARM WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUB-DIVISION AND THE SURVEY THEREOF.

TOTAL AREA: XX.XX AC

- IRON PIN
- ▲ CUT NOTCH

**SECTION ONE  
RIDGEWAY FARM**  
INDEPENDENCE  
KENTON COUNTY KENTUCKY

DEVELOPER  
JTJ DEVELOPMENT  
560 GLEN ARBOR WAY  
EDGEWOOD, KY 41017

ENGINEER  
RAYMOND ERPENBECK  
CONSULTING ENGINEERS  
4205 DIXIE HIGHWAY  
ELSMERE, KY 41018

