

## RESTRICTIVE COVENANTS, CONDITIONS AND EASEMENTS FOR TREETOPS ESTATES SUBDIVISION

Group 2004 & 4775

Arlinghaus I LLC, a Kentucky Limited Liability Company, is the owner and developer of a residential subdivision known as Treetops Estates Subdivision which is located in Hebron, Boone County, Kentucky, on real estate described in Deed Book 906, page 571 and Deed Book 908, page 816, of the Boone County Clerk's records in Burlington, Kentucky. The developer intends to establish a general plan for the use, occupancy and the enjoyment of this Subdivision, and hereby declares that for the mutual benefit of its present and future owners, all lots therein, including sections platted and to be platted in the future, shall be subject to the following restrictions, covenants, conditions and easements:

1. The lots shall be used for residential purposes, however the developer and any approved builder specifically including Fischer Homes reserve the right to construct a model home for promotional and display purposes and to construct and maintain sales and promotional signs on any lots within the subdivision which they own or have the right to purchase. This right may be exercised by the developer or its assigns. Any areas shown as green space on the Plats can be used for any appropriate uses not incompatible with the residential zone.
2. All plans for building, excavation and grading shall be approved by the developer before starting, until it has sold all of the lots in the subdivision, except for Fischer Homes which has been pre-approved. The lots are approved for single family detached homes not to exceed 2 stories in height, and attached garages. No other detached structures, buildings, greenhouses, sheds, above ground swimming pools, cages, trailers, barns, or other permanent or temporary structures are permitted. Patios, landscaping, decks, gazebos, and other similar type items are not subject to the above plan approval. All dwellings, additions, or improvements shall be constructed in accordance with applicable building codes and the plats to be recorded for the subdivision.
3. No activity which may be considered noxious or offensive because of sound, odor, appearance, sight, etc. or which might be or become a nuisance or annoyance shall be carried on or permitted on any lot. No lot shall be used for dumping trash, garbage or other waste.

This instrument prepared by:



Robert Schroder Attorney  
5565 RT 22 E, Owenton, Ky 40359

4. The owners of the lots within the subdivision shall keep their property clean, neat and sanitary at all times. The lots shall be mowed, kept free from weeds, high grass, brush and rubbish. They shall not be used for storage of inoperable motor vehicles, building materials, or other junk. If the owner fails to reasonably maintain the property, the developer may come onto the lot and clean, mow, or remove trash or material at the cost to the owner. If the owner fails to pay the reasonable cost for the work done, developer or its assigns may file a Mechanic's Lien against the property for such cost, subject to Kentucky laws.

5. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved as shown on the recorded plats. Within these easements, no structures, planting or other materials shall be placed which may damage or interfere with any easement or the installation and maintenance and use of utilities or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No trailer, barn, detached garage or structure, or other outbuilding, or any temporary structure, shall be built, used or maintained on any lot.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however ordinary domesticated household pets are permitted in reasonable numbers as long as they are not kept, bred or maintained for any commercial purposes.

8. No fence shall be built on any part of a lot between the rear of the home constructed thereon and the street in the front of the building. Fences built on the lot shall not be in excess of four (4) feet in height and shall be of rustic rail, decorative wood, split rail, ornamental iron, decorative metal, hedge or other similar material. However, all fences must be at least 50% open. Non-reflective metal or vinyl fence may be installed as an integral part of the above permitted fence types in order to provide secure enclosure. Barbed wire, chain link, and similar fences are not permitted. On a corner lot, the section or sections of fence, hedge, etc. running with the side street shall not extend closer to said side street at any point than the residence on that lot. Also the owners of lots which adjoin other property which is not part of this subdivision as shown on the preliminary plat, can apply in writing to the developer to construct buffer fences on the part of their lot which adjoins that other property, of different height and material than otherwise required under these Restrictions and limited only by City and/or County restrictions on fencing. Developer can review that proposed buffer fencing and then can either approve or disapprove it. If disapproved, then the buffer fence shall not be built. Disapprovals can be appealed to Court and shall be overturned only if the Court deems the disapproval to be arbitrary and unreasonable.

9. No trucks larger than 1 ton, boats, trailers or campers may be parked on any part of a lot, except in a completely closed garage. Storage of mobile homes, motor homes, buses, recreational vehicles, delivery vans or heavy equipment is not permitted on the lot. No inoperable vehicles shall be kept outside on any lot for a period longer than 5 days. However, storage of the above items on a temporary basis not in excess of 48 hours per calendar month are permitted.

10. All antennas or receivers must be attached to the principal building on a lot. Free standing antennas and receivers, and exterior satellite receivers with a diameter larger than 24 inches are prohibited. Receivers and dishes shall not be visible from the front of the house. The maximum allowable heights above the roof line shall be ten (10) feet above the roof line.

11. No signs or advertisements shall be posted in the subdivision except street signs, address signs on homes or mailboxes, temporary political signs, or temporary signs advertising that specific real estate to be for sale. None of the permitted signs shall exceed 12 square feet in size.

12. No above ground swimming pools are permitted. In ground pools must meet all applicable zoning laws and building codes and health department regulations.

13. The provisions contained in the above paragraphs do not apply to the Developer and the Builder of the original home on each lot. Model homes, construction trailers and temporary storage of materials and equipment used by the Builders of the new homes within the subdivision are permitted.

14. These restrictions can be amended if 75% of the lot owners vote to so amend. As long as Developer still owns any lot in the subdivision, it reserves the right to reasonably amend any of these restrictions without the other owners approval, to conform to requirements of any government agency or to complete the development and sell the lots or homes. Such amendments are authorized and do not require approval of the other prior or subsequent owners and they automatically consent to such amendments. Any amendment adopted by the Developer shall be recorded and shall take effect on the date recorded.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2029, unless extended by a 75% vote of the lot owners.

16. Enforcement shall be by proceedings of law or in equity by the developer or by any lot owner against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages.

17. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. If any City, County, State or Federal law is more restrictive than these covenants, then those other laws shall take precedence.

18. The developer shall have the right to construct and maintain entry walls, monuments, fences and/or signs and appurtenant landscaping at the entrance to the Subdivision and other locations as it may determine, and there are hereby established landscaping easements for developer for those purposes. The owners of the lots upon which these landscaping easements are established shall be responsible for the maintenance, upkeep and repair of the entry walls, monuments, fences, subdivision name sign and appurtenant landscaping erected within said easements after developer has sold the last lot in this subdivision, or after December 31, 2015, whichever occurs first. At that time, the easements shall automatically cease to exist, and the owner of the lot upon which the sign, wall, monument, etc. are located, shall be the full owner.

IN WITNESS WHEREOF, Arlinghaus I LLC, a Kentucky Limited Liability Company, by and through an authorized Officer and pursuant to a resolution, has hereunto set its hand this 28 day of December, 2005.

Arlinghaus I LLC

By: Ted R Arlinghaus  
Executive Officer

Commonwealth of Kentucky  
County of Kenton

The foregoing instrument was acknowledged before me by Ted R. Arlinghaus, Executive Officer of Arlinghaus I LLC, for and on behalf of the Company, on this 28 day of December, 2005.

Robert Elwood  
Notary Public Ky. State at Large  
My Commission Expires: 10/7/07