

RESTRICTIVE COVENANTS
WILLIAMS WOODS SUBDIVISION

Group IND
PIDN 019-00-00-063.00

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Arlinghaus Builders Inc., a Kentucky Corporation, is developing a subdivision to be known as WILLIAMS WOODS Subdivision in Independence, Kenton County, Kentucky, on real estate described as 82.5 acres more or less as described in Deed Book 426, page 349 of the Kenton County Clerk's records in Independence, Kentucky. Arlinghaus 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:

1. The lots shall be used for residential purposes, however Arlinghaus reserves 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. This right may be exercised by Arlinghaus 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. If any parcel is transferred to adjacent property owners and clearly intended to not be a part of this subdivision, and they use that adjacent property for agricultural purposes, then those parcels to be transferred can be used for whatever purposes the zoning laws allow.
2. All plans for building, excavation and grading shall be approved by Arlinghaus before starting, until Arlinghaus has sold all of the lots in the subdivision.
3. 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 the installation 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.
4. No trailer, barn, detached structure, or other outbuilding, or any temporary structure, shall be built, used or maintained on any lot except for the following: A storage building may be built in the area to the immediate rear of the house, within 20 feet of the house, as long as the building is not larger than 150 square feet and not more than one story in height. No other outbuildings are permitted. Decks and gazebos are not considered outbuildings and are permitted.
5. 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, wood, dark colored chain link,

hedge or other similar material. However, a privacy fence up to 7 feet in height may be built in the immediate rear of the house and extend back a maximum of 15 feet. 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 Arlinghaus Builders 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. Arlinghaus 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.

6. 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 or in the immediate rear of the house, within 20 feet of the house. Storage of mobile homes, motor homes, buses, 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 one week.

7. 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 20 inches are prohibited. The maximum allowable heights above the roof line shall be ten (10) feet above the roof line.

8. The provisions contained in paragraphs 4 through 6 above do not apply to the Developer and the Builder of the original home on each lot. Construction trailers and temporary storage of materials used by the Builders of the new homes within the subdivision are permitted.

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

10. These restrictions can be amended if 2/3 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.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2018, unless extended by a 2/3 vote of the lot owners.

12. 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.

13. 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.

14. Arlinghaus 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 Arlinghaus 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 Arlinghaus has sold the last lot in this subdivision, or after December 31, 2013, 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.

15. All dwellings shall be constructed in accordance with applicable building codes and the plats to be recorded for the subdivision.

IN WITNESS WHEREOF, Arlinghaus Builders Inc., a Kentucky corporation, by and through its Vice-President ad pursuant to a resolution of its Board of Directors, has hereunto set its hand this 24 day of December, 2002.

Arlinghaus Builders Inc.

By: Robert Schroder
Vice-President

Commonwealth of Kentucky
County of Kenton

The foregoing instrument was acknowledged before me by Robert Schroder, Vice-President of Arlinghaus Builders Inc., for and on behalf of the Corporation, on this 24 day of December, 2002.

Lisa Updegraff
Notary Public Ky. State at Large
My Commission Expires: 7-1-04

This instrument prepared by:

Robert Schroder
Robert Schroder Attorney
1105 O'Banion Lane
Owenton, Ky 40359

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Sherry L. Deters