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JERRY W. ROUSE
BOONE COUNTY CLERK

DECLARATION
of
RESTRICTIVE COVENANTS
for

Group No. 3489,
3490, 3491, all lots

LANCASHIRE SUBDIVISION
SECTION I

This Declaration of Restrictive Covenants is made this 20th day of October, 1995 by the A & K Enterprise, Inc., a Kentucky corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate known as Lancashire Subdivision at Plantation Pointe, Section One, as recorded in Plat 331A of the Plat Records of Boone County, Kentucky; and

WHEREAS, Declarant is developing said real estate as a residential subdivision; and

WHEREAS, Declarant desires to establish a general plan for the use, occupancy and enjoyment of the lots in said subdivision; and to this end, desires to subject the real estate referred to above to the Restrictive Covenants hereinafter set forth, each and all of which is and are for the benefit of said real estate and the subsequent owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lots situated in the above-described real estate shall be held, sold, and conveyed subject to the following Restrictive Covenants which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate.

RESTRICTIONS

1. Use. Each lot shall be used only for residential purposes and common recreational purposes ancillary thereto, provided however that the Declarant, or any other registered builders in the subdivision approved by Declarant shall have the right to use residences as model homes or sales offices.
2. Driveways. All driveways shall be surfaced with concrete, asphalt or a similar substance.
3. Satellite Dishes. No satellite dishes in excess of eighteen (18") inches in diameter shall be permitted on

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any lot in the subdivision. Any satellite dish shall be located in the rear yard of any lot in the subdivision.

4. Signage. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than two (2) square feet; (b) one sign of not more than nine (9) square feet advertising the property for sale; (c) any signs used by Declarant, or any other builder in the subdivision, to advertise the property during the construction or sale period.
5. Other Structures. No permanent or temporary building, mobile home, trailer, tent, storage shed, or greenhouse shall be erected, placed or permitted to remain upon any lot.
6. Fences. No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon any lot nearer to any street than the rear building line of the residence located on the lot. Fences shall be limited to a three (3) rail, split-rail fencing with or without wire mesh, chain link, or a hedge or other growing plants used as a fence, and shall not exceed four (4') feet in height.

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 than the shortest distance between the 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 subdivision street contiguous to any lot but not referred to in the mailing address of said lot.

7. Maintenance. Each and every lot and residence thereon shall be maintained by the owner thereof in reasonable manner in accordance with the general standards of maintenance prevailing throughout the subdivision. All landscaping on the lots shall be maintained in good condition. All lots shall be kept free of debris and clutter and shall be kept mowed.
8. Automobiles, Recreational vehicles, Boats, Travel Trailers. No recreational vehicle, boat, or travel trailer shall be parked or stored on any lot for a period in excess of five (5)

consecutive days or more than a total of thirty (30) days during any given year, 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, except moving vans and construction trucks for such purposes only, unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in an inoperative condition shall be stored on any lot for a period in excess of five (5) consecutive days unless the same is in an enclosure or garage and completely out of view.

9. 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.
10. Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the residents of adjacent neighboring lots.
11. 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 placed in sanitary containers and shall be permitted to remain in the public view except on days of trash collection.
12. Obstruction of Easements or 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 or flow of any drainage channels in the easement area. The easement area of each lot and all improvements in the easement area shall be maintained by the owner of the lot, except for those improvements for which a public authority, homeowner's association or utility company 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 easements.
13. Exclusion. The provisions of paragraphs 5, 6, 7, 8, 10, 11, and 12 of these Restrictive Covenants shall not apply to any lots owned by the Declarant, or any other builder in the subdivision, and held for sale.

14. Homeowner's Association. All lots shall be subject to the Declaration of Covenants, Conditions, and Restrictions and Reservation and Declaration for Homeowners Association for Plantation Pointe to be recorded in the Boone County, Clerk's records. Each owner of a lot shall automatically become a member of the Plantation Pointe Master Homeowner's Association and each lot in the subdivision shall be subject to assessments imposed by the Plantation Pointe Master Association.
15. Term. These Restrictive Covenants shall run with the land and remain applicable to the subject real estate or a period of thirty (30) years from the date of this Declaration, after which period these Restrictive Covenants shall automatically renew for successive periods of ten (10) years each unless amended or terminated as provided herein.
16. Amendments. Any of these Restrictive Covenants may be amended in whole or in part or terminated by a written instrument to such effect which has been executed by the owners of at least seventy-five (75%) percent of the lots within the applicable section(s) of the subdivision.
17. Invalidity. The determination by a court of law of competent jurisdiction that any provision of these Restrictive Covenants is invalid, illegal or unenforceable for any reason shall not affect the validity, legality or enforceability of any other provision herein.
18. Enforcement. It shall be deemed that irreparable harm will result to the beneficiary or beneficiaries of these Restrictive Covenants from the breach or violation of any of the provisions hereof and that, therefore, each such beneficiary shall be entitled to relief by way of an injunction or specific performance, in addition to any other legal or equitable remedies that the beneficiary may have, to enforce the provisions of these Restrictive Covenants.
11. Successors and Assigns. These Restrictive Covenants shall be binding upon all persons who may own, occupy, use or reside upon said real estate, their successors and assigns, and they shall inure to the benefit of all persons who may own, occupy, use, or reside upon any lot within the subject subdivision, their heirs, successors and assigns.

