

Group Number 4484

DECLARATION  
of  
RESTRICTIVE COVENANTS  
for  
MAGNOLIA TRACE SUBDIVISION

SECTION IX

This Declaration of Restrictive Covenants for Magnolia Trace Subdivision, Section IX, is made this 8<sup>th</sup> day of July, 2003 by Magnolia Trace Development, LLC, a Kentucky limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate known as Magnolia Trace Subdivision, Section IX, as recorded in Plat 4 of the Plat Records of the Boone County Recorder's office at Burlington, Kentucky; and

WHEREAS, Declarant is developing said parcel of 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.

COVENANTS AND RESTRICTIONS

1. LAND USE. No lot shall be used except for residential use, provided, however, that model homes for promotional and display purposes may be constructed and maintained by builders designated by the Declarant within the subdivision. Builder sales and promotional signage shall be permitted on any lots within the subdivision, provided that such signage is limited to the sales and promotion of lots within the subdivision.
2. BUILDING TYPE. No building or structure shall be erected, placed or permitted to remain upon any lot except one single-family residence not to exceed two (2) stories in height, which may include an attached garage. No other structure shall be erected, placed or permitted to remain on any lot, except as provided herein. Without limiting the generality thereof, the word "structure" as used herein means any thing or object, the placement of which upon any lot may affect the appearance of such lot, including any building, garage,

RAYMOND ERPENBECK  
CONSULTING ENGINEERS  
4205 DIXIE HIGHWAY  
ELSMERE, KY 41018

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shed, barn, greenhouse, coop, cage, shack, trailer, above-ground swimming pool, or any other temporary or permanent improvement on such lot. It is further provided, however, that the word "structure" does not include covered or uncovered patios or decks.

3. LANDSCAPING. Every house constructed on any lot shall be landscaped . Each lot owner shall be responsible for the installation of front yard landscaping as provided herein. Such front yard landscaping shall include a front yard landscape package installed by the lot owner or independent landscaping contractor equal to or greater than \$1,250.00 in retail value where such value includes the retail costs of evergreens and deciduous trees and shrubs but excludes any installation labor, topsoil, mulch and other non-plant materials, sod or seed. In lieu of the aforementioned front yard landscape package, a lot owner may cause to have installed a required or optional front yard landscape package provided by the builder of the house. In the event the construction of the house is completed between the first day of March and the thirtieth day of September, this landscaping shall be installed no later than ninety days after the completion of the house. In the event the construction of the house is completed between the first day of October and the last day of February, this landscaping shall be installed no later than the first day of the following June.
4. NUISANCES. No activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, or which may be or become a nuisance or annoyance, will be permitted on any lot. No lot shall be used or maintained for dumping rubbish, trash, garbage or other waste.
5. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, accepted or permitted to remain upon any lot, except that each residence shall be permitted dogs, cats or other ordinary domesticated household pets not totaling more than three (3) in number, provided that they are not kept, bred or maintained for any commercial purposes.
6. FENCES. No fences shall be erected or built on any part of any lot between the rear of the building constructed thereon and the street in front of the building. Fences erected on said lot from the rear of the building and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rails, ornamental iron, decorative wood, decorative metal or hedge, provided, however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link wire or similar fences shall be prohibited. On a corner lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the residence on said lot.
7. AUTOMOBILES, RECREATIONAL VEHICLES, BOATS, TRAVEL TRAILERS. No recreational vehicle, mobile home, boat, bus, delivery van, travel trailer or trailer 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. 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. Vehicles being used for the purpose of construction, delivery or repair work upon any lot shall be permitted to park on or in front of a lot on a temporary basis.

8. ANTENNAS, AERIALS: No free-standing antenna, receiver or satellite dish shall be erected or maintained on any lot. All antennas or receivers shall be attached to the principal building on the lot and shall have a maximum height of ten (10) feet above the roof line of said building. Satellite dishes attached to the principal building shall not exceed twenty-four (24) inches in diameter and shall not be visible from the street.
9. SIGNS: No signs, billboards, or advertisements of any kind shall be erected, posted, attached or displayed upon any lot except street and property identification signs not exceeding two (2) square feet in area and (1) temporary real estate sign not exceeding twelve (12) square feet in surface area, single or double faced, erected on any lot advertising same upon the market for sale. The restriction shall not prohibit or restrict builder sales and promotional signs.
10. SWIMMING POOLS. No above-ground swimming pools or swimming pools designed for above-ground use shall be erected or permitted to remain on any lot. In-ground swimming pools shall be permitted provided said swimming pools are constructed and maintained in compliance with local zoning, building and health codes.
11. OIL AND MINING OPERATIONS: No oil drilling, quarrying or mining operation shall be permitted on any lot.
12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are preserved as shown on the recorded subdivision plat. Within these easements, 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 or utility company is responsible.
13. EXCLUSION: The provisions of paragraphs 4, 6, 7, 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. TEMPORARY CONSTRUCTION STRUCTURES: As long as there are unbuilt-upon lots within the subdivision, home builders shall be permitted to maintain temporary construction offices or trailers within the subdivision necessary for the construction of houses and subdivision improvements.
15. ENTRY IMPROVEMENTS: These Covenants and Restrictions shall not prevent the construction and maintenance of entry walls, monuments and/or subdivision identification signs and appurtenant landscaping and lighting of any street entrance to the subdivision.
16. TERM; AMENDMENTS: These Covenants and Restrictions shall run with the land and remain in effect with respect to lots for twenty-five (25) years from the date of the recording of the subdivision plat. After such time as the Declarant, its successor or assigns owns no lots or undeveloped land in the subdivision, these Covenants and Restrictions may be amended, in whole or in part, or renewed for a specific period or periods by a written

instrument executed by the owners of seventy-five percent (75%) of all of the lots in the subdivision and recorded in the land records of the county and state in which the subdivision is located.

17. DIVISIBILITY; ENFORCEMENT. The determination of a court of competent jurisdiction that any provision of this Declaration of Covenants and Restrictions is invalid for any reason shall not affect the validity of any other provision hereof. Each owner acknowledges that irreparable harm will result to the beneficiary of these restrictions by reason of violation of the provisions thereof or default, and, therefore, each beneficiary shall be entitled to relief by way of injunctions, specific performance and/or damages to enforce the provisions of these restrictions, as well as any other relief available at law or in equity.

IN WITNESS WHEREOF, the undersigned Declarant, Magnolia Trace Development, LLC, a Kentucky limited liability company, has hereunto set its signature on the day and year first above written.

Signed and acknowledged

in the presence of:

\_\_\_\_\_

\_\_\_\_\_

MAGNOLIA TRACE DEVELOPMENT,  
LLC, a Kentucky limited liability company

By: Raymond H. Erpenbeck  
Raymond H. Erpenbeck

Its: Managing Member

STATE OF KENTUCKY     )  
                                  )SS:  
COUNTY OF Kenton     )

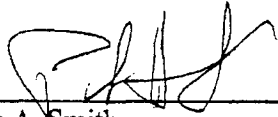
Be it remembered that on this 8 day of July, 2003, before me, a Notary Public, in and for said County and State, personally came Raymond H. Erpenbeck, the Managing Member of Magnolia Trace Development, LLC, a Kentucky limited liability company, which executed the foregoing instrument, who acknowledged that he did sign said instrument as such managing member on behalf of said limited liability company and by authority of the members of the company; that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Begnoche (Futch)  
Notary Public  
My Comm. Expires: 3-29-04

BOONE COUNTY  
MC959 PG 108

This instrument prepared by:



Pete A. Smith  
STRAUSS & TROY, L.P.A.  
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BOONE COUNTY  
MC959 PG 109

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COUNTY: BOONE COUNTY CLERK  
DEPUTY CLERK: STACY

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