

**COPY**

# ESTATES OF RICHWOOD

Declaration of Protective Covenants,  
Conditions and Restrictions

AND

Declaration for Homeowners' Association  
for the Estates of Richwood Subdivision

August 16, 2010

**COPY**

DOCUMENT NO: 543862  
RECORDED ON: AUGUST 20, 2010 02:38:13PM  
TOTAL FEES: \$109.00  
GROUP : 4980  
COUNTY CLERK: RENA' PING  
COUNTY: BOONE COUNTY CLERK  
DEPUTY CLERK: JULIE SPALDING  
BOOK MC1155 PAGES 780 - 814

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ESTATES OF RICHWOOD**

This Declaration of Covenants, Conditions and Restrictions is made and entered into this 16<sup>th</sup> day of August, 2010, by RJ CONSTRUCTION GROUP, INC., a Kentucky corporation, its successors and assigns (hereinafter referred to as Developer).

**WITNESSETH:**

WHEREAS, it is the intent of the Developer to establish a general plan and uniform scheme of development and improvement of the property described in this Declaration; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to maintain the land and improvements therein through the enforcement of the covenants, conditions, and restrictions of The Estates of Richwood Association (as hereinafter defined); and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens, conditions and other provisions hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements and reservations, hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions and Declaration for the Homeowners' Association for the Estates of Richwood, it being the interest of the Developer that the Property described herein shall be subject to this Declaration of Covenants, Conditions and Restrictions for the Estates of Richwood (hereinafter the "Estates of Richwood Association").

**ARTICLE I**

Definitions:

The following terms as used in this Declaration shall have the following meanings:

- 1.1 "Estates of Richwood Association" shall mean and refer to the Estates of Richwood Homeowners' Association as set forth specifically in this document for the Estates of Richwood and as organized with the State of Kentucky as the Estates of Richwood HOA, LLC.
- 1.2 "Review Board" shall mean and refer to that permanent committee of the Estates of Richwood Association, created for the purpose of establishing and enforcing criteria for the construction of improvements within the Property.
- 1.3 "Estates of Richwood Association Member" shall mean and refer to a Single Family Residence and/or Lot Owner which is a member of the Estates of Richwood Association.
- 1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Estates of Richwood Association.
- 1.5 "By-Laws" shall mean and refer to the By-Laws of the Estates of Richwood Association as they may exist from time to time.
- 1.6 "Assessment" shall mean and refer to those charges made by the Estates of Richwood Association from time to time, against Single Family Residences and/or Lots and Estates of Richwood Association Members, for the purposes, and subject to the terms, set forth herein.
- 1.7 "Articles of Incorporation" shall mean and refer to the Articles of Organization of the Estates of Richwood Association as they may exist from time to time.

- 1.8 "Common Expenses" shall mean and refer to all expenses incurred by the Estates of Richwood Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.9 "Common Surplus" shall mean and refer to the excess of all receipts of the Estates of Richwood Association, including but not limited to assessments, rents, profits and revenues in excess of the amount of common expenses.
- 1.10 "Institutional Mortgage" shall mean and refer to a bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government or Developer, which holds a first mortgage of public record on a Single Family Residence and/or Lot, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.
- 1.11 "improvements" shall mean and refer to all structures of any kind, including, without limitation, any Single Family Residence, building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device (including existing and planted trees and shrubbery) or other described object.
- 1.12 "Homeowners Association Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Estates of Richwood Owners, and which are identified and dedicated to the Estates of Richwood Association on any recorded subdivision plat of the Property, or conveyed to the Estates of Richwood Association by deed, (sometimes hereinafter also referred to as the "Estates of Richwood Common Areas" or the "Common Areas").
- 1.13 "Declaration" shall mean and refer to this instrument and all exhibits thereto, as the same may be amended from time to time.
- 1.14 "Development" shall mean and refer to the residential development, including, without limitation, the Homeowners Association Property and the Single Family Lots, and Single Family Residences, which are now or will hereafter be located within the Estates of Richwood Subdivision.
- 1.15 "Developer" shall mean and refer to RJ Construction Group, Inc., a Kentucky Corporation, its successors and assigns.
- 1.16 "County" shall mean and refer to Boone County, Kentucky.
- 1.17 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within the Estates of Richwood Subdivision and which is dedicated to the Estates of Richwood Association by deed or by plat, whether same is designated as Street, Avenue, Drive, Place, Court, Road, Terrace, Way, Circle, Lane, Walk, Trail or other similar designation.
- 1.18 "Single Family Residence" shall mean and refer to a single family dwelling constructed or to be constructed on a Single Family Lot or portion of a Single Family Lot.
- 1.19 "Single Family Member" shall mean and refer to the Owner(s) of a Single Family Lot who is a member of the Estates of Richwood Association.
- 1.20 "Single Family Lot" or "Lot" shall mean and refer to a parcel of real estate developed for the purpose of constructing a single family residence thereon.

- 1.21 "Property" shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof and such additional property as may be submitted to this Declaration from time to time, pursuant to Article II of this Declaration.
- 1.22 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Single Family Residence and/or Lot, excluding, however, Developer and any mortgagee pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.23 "Member" shall mean and refer to the Estates of Richwood Association Members.
- 1.24 "Estates of Richwood Subdivision" shall mean and refer to the Property described in Exhibit "A" attached hereto and made a part hereof and such additional property as may be submitted to this Declaration from time to time pursuant to Article II of this Declaration.
- 1.25 "Registered Builders" shall be those builders approved by Developer to build, construct, and sell homes within the Estates of Richwood.

## **ARTICLE II**

### Property Subject to this Declaration:

### Existing Property:

The property described as Being all of Parcels "A," "B," and "C," and Lot Numbers 1,2,3,4,5,6,7,8,9,10, and 11 of The Estates of Richwood Subdivision, Section One, as shown upon Plat Slide 471, Cabinet 5, as recorded in the Boone County Clerk's Office at Burlington, Kentucky shall be made subject to the Declaration upon the recording of this instrument with the Boone County, Kentucky Clerk's records at Burlington, Kentucky.

## **ARTICLE III**

### Homeowners Associations:

#### 3.1 Formation:

Developer has caused the Estates of Richwood Association to be formed by the filing of the Articles of Organization thereof in the office of the Secretary of State of Kentucky. The Estates of Richwood Association is formed to enforce the Covenants, Conditions, Restrictions and other provisions as set forth in this Declaration and for the enforcement of the rules and regulations. The Estates of Richwood Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration, and in the respective Articles of Organization and By Laws of the Estates of Richwood Association. Subject to the additional limitations provided herein and in the respective Articles of Organization and By-Laws of each such association, each such association shall have all of the powers and be subject to all of the limitations of a not for profit corporation as contained in the Kentucky Statutes in existence as of the date of recording this Declaration. The purposes and powers of the Estates of Richwood Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Organization and By-Laws. Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Estates of Richwood Association and may designate the ownership basis for such additional membership.



### 3.2 Membership in Association:

#### General:

A homeowner who owns a Single Family Residence and/or Lot at Estates of Richwood.

#### Classes of Membership:

Every Single Family Residence and/or Lot Owner within Estates of Richwood shall be a Member of the Estates of Richwood Association, and such membership shall be appurtenant to and may not be separated from ownership of any Single Family Residence and/or Lot. During the Development Period, the Estates of Richwood Association shall have Class A Members (being all owners except Developer) and a Class B Member (Developer). At such time as the Class B membership shall terminate as set forth herein, the Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

### 3.3 Voting:

#### 3.3.1 Class A Members:

With the exception of a Developer, until Class B membership has terminated every person, group of persons, or entity who is an owner of a fee interest in any Single Family Residence or Lot which is or becomes subject by covenants of record to assessment by the Estates of Richwood Association shall be a Class A Member of the Estates of Richwood Association. Class A Members shall be entitled to one vote per each Single Family Residence and/or Lot in which they hold the interest required for membership.

#### 3.3.2 Class B Members:

Class B Members shall be the Developer, which shall be entitled to five (5) votes for each Single Family Lot in which Developer holds the interest otherwise required for Class A membership multiplied by the number of Single Family Residence and/or Lots located or proposed by the Declarant to be located on such Single Family Lot.

#### 3.3.3 Limit of Votes:

At such time as Class B membership shall terminate, any Developer which, for any Single Family Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot(s) and entitled to the voting rights and all other rights of such Class A Member. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Single Family Residence and/or Lot, then the vote for such Single Family Residence and/or Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Single Family Residence and/or Lot.

### 3.4 Administration of Estates of Richwood Association:

The affairs of the Estates of Richwood Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Organization and the By-Laws of the Estates of Richwood Association. The Articles of Organization and By-Laws of the Estates of Richwood Association may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration and provided further, that no amendment, alteration or rescission may be made which affects the rights or privileges of any institutional mortgagee, without the express prior written consent of the institutional mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights:

No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Estates of Richwood Association, or any right interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Estates of Richwood Association, or traffic regulations. All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of membership of the Estates of Richwood Association.

3.6 Control by Developer:

Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Estates of Richwood Association until the earliest of the following events: (i) Developer has closed the sale of 100% of all Single Family Lots within The Estates of Richwood Subdivision; (ii) twenty (20) years from the date of this Declaration; or (iii) at any time prior thereto as determined by Developer, in Developer's sole discretion. At the time of turnover of control of the Estates of Richwood Association, the Estates of Richwood Association shall record a Notice of Turnover in the Boone County, Kentucky Clerk's office. So long as Developer retains control of The Association, Developer shall have the right to appoint all Members of the Board of Directors and shall further have the right to appoint all of the Members of the Estates of Richwood Association Review Board and to approve the appointment of all officers of the Estates of Richwood Association, and no action of the membership of the Estates of Richwood Association shall be effective unless, and until, approved by Developer. At no time prior to turnover of control to the Estates of Richwood Association by the Developer shall the Board of Directors comprise more than five (5) members. After turnover of control to the Estates of Richwood Association and so long as Developer owns any property within the Estates of Richwood Subdivision, the Developer shall have the right to appoint one (1) member of the Board of Directors. Directors appointed by the Developer need not be a Member of the Estates of Richwood Association or an Owner. In the event Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Estates of Richwood Association, Developer may, at its option, assign its obligations under the agreements to the Estates of Richwood Association, and in such event, the Estates of Richwood Association shall be required to accept such obligations.

**ARTICLE IV**

Homeowners Association Property:

4.1 Homeowners Association Property:

The Homeowners Association Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Homeowners Association Property shall remain vested in Developer until the date the Developer voluntarily relinquishes control of the Estates of Richwood Association; as such date is defined hereinabove, or such earlier date as Developer conveys such common areas to the Estates of Richwood Association. Notwithstanding the manner in which fee simple title is held, the Estates of Richwood Association shall be responsible for the management, maintenance and operation of the Homeowners Association Property and for the payment of all property taxes and other assessments which are liens against the Homeowners Association Property, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Estates of Richwood Association, Developer shall convey all of its right, title and interest in the Homeowners Association Property, not previously conveyed, to the Estates of Richwood Association.

#### 4.2 Authority of Estates of Richwood Association:

The Estates of Richwood Association shall have the power and authority to acquire and convey such interest in real and personal property, as it may deem beneficial to its members. Such interest may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interest as the Estates of Richwood Association may determine to be beneficial to its members.

#### 4.3 Maintenance of Homeowners Association Property:

The Estates of Richwood Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Homeowners Association Property, including the performance of obligations which may be placed upon the Homeowners Association Property by applicable regulatory agencies. Specifically, the property the Estates of Richwood Association shall maintain and be responsible for shall include, if constructed, but not be limited to the following;

##### 4.3.1 Landscaping:

All landscaping of the Homeowners Association Property, including without limitation, all sodding, irrigation and the planting and care of grass, trees, shrubbery, and flowers.

##### 4.3.2 Signs:

All signs located on Homeowners Association Property.

##### 4.3.3 Fences and Walls:

All fencing and walls located on the Homeowners Association Property.

##### 4.3.4 Contracts:

Developer, its successors and assigns, may be the management agent for the Estates of Richwood Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners and laborers, as the Developer may deem necessary in order to maintain the Homeowners Association Property. No agreement between the Estates of Richwood Association and Developer, its successors or assigns, shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Developer, its successors or assigns, are officers, directors and/or employees of the Estates of Richwood Association, in the event any maintenance is performed on Homeowners Association Property by the Estates of Richwood Association, under contract or otherwise, the costs of such maintenance will be billed to and paid by the Estates of Richwood Association.

#### 4.4 Rules and Regulations Governing Use of the Homeowners Association Property:

The Estates of Richwood Association, through its Board of Directors, shall regulate the use of the Homeowners Association Property and may from time to time promulgate such rules and regulations consistent with the Declaration, governing the use thereof as it may deem to be in the best interest of its members. No rules or regulations may be adopted which would adversely affect the rights of any institutional mortgagee, without the prior written consent of such institutional mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Estates of Richwood Association at the office of the Estates of Richwood Association. Such rules and regulations, and all provisions, restrictions and covenants contained in this Declaration may be enforced by legal or equitable action by the Estates of Richwood Association.

## ARTICLE V

### Easements:

#### 5.1 Easements:

All Estates of Richwood Association Members shall adhere to and be party to all easements as recorded at Boone County for all of the Estates of Richwood Association development and all further easements as outlined in this Declaration, and the subdivision plats for Estates of Richwood Subdivision. Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property, for present and future utility services to Estates of Richwood Subdivision, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires and street lights. Within these easement areas, no structure, planting or other material, (other than sod or driveway) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed or approved by the Developer. The Estates of Richwood Association and its successors and assigns or such other entity as is indicated on the plats of the Property are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

#### 5.2 Construction Easement:

There shall exist a five foot temporary construction easement around the perimeter of each Lot in order to facilitate grading, drainage and general construction activity on all neighboring Lots. If the owner of a Lot places an improvement such as a fence, sprinkler system, landscaping, or the like, within this temporary construction easement area before grades and drainage have been set on the adjoining Lot, then that Lot owner shall be responsible for removal and reinstallation of such improvement, at his or her cost, to allow for the proper grading, drainage installation, and/or construction on the adjoining Lot. In general, drainage swales will be set on the property lines allowing dirt to be added or removed to permit a proper transition between two adjoining Lots so as to allow for maximum storm water drainage.

## ARTICLE VI

### Assessments and Lien:

#### 6.1 Authority of the Estates of Richwood Association:

The Estates of Richwood Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. The Estates of Richwood Association shall also have the power and authority to make and collect assessments in order to enforce all regulations set forth in this Declaration.

#### 6.2 Basis and Collection of General Assessments:

The Estates of Richwood Association shall annually estimate the Common Expense it expects to incur and the period of time involved therein and may assess the Estates of Richwood Association Members sufficient moneys to meet this estimate. All Single Family Residences and/or Lots shall be assessed at a monthly uniform rate. Assessments against the Lots will be collected from the individual Lot Owners. Provided, however that as additional property is subjected to this Declaration, Developer shall have the right to determine, in its sole discretion, the basis for assessment of such additional property. Should the Estates of Richwood Association, through its Board of Directors at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General

Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. Notwithstanding the above, for the first twenty-four (24) months after the date of recording of this Declaration, the maximum annual assessment of every nature shall not exceed \$600.00 per Single Family Residence and/or Lot. Thereafter the maximum annual General Assessment shall not increase more than ten (10%) percent per year above the maximum sum allowed for the previous year.

6.3 Special Assessments:

In addition to the Annual General Assessments authorized by this Article, the Estates of Richwood Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the applicable Annual General Assessment, including the necessary fixtures and personal property related thereto. Any Special Assessment enacted pursuant to this paragraph shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51 %) percent of the total number of votes held by Class B Member. Any Special Assessments levied by the Estates of Richwood Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Single Family Residences and/or Lots. All monies received by the Estates of Richwood Association as a Special Assessment shall be held in trust by the Estates of Richwood Association for the benefit of the Members to be used solely for the purpose of such Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Estates of Richwood Association. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis. Special Assessments shall be used solely for the benefit of the Common Areas.

6.4 Emergency Special Assessments:

The Estates of Richwood Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property.

6.5 Individual Assessments:

The Estates of Richwood Association shall have the power and authority to levy and collect an individual Assessment against a particular Single Family Residence and/or Lot, for the cost of maintenance, repairs or replacements, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Estates of Richwood Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Single Family Residence and/or Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Estates of Richwood Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner, as the Estates of Richwood Association shall determine. The Estates of Richwood Association shall also have the power to levy and collect an individual assessment against a particular Owner to enforce any provision contained herein.

6.6 Effect of Non-Payment of Assessments:

All notices of Assessments from the Estates of Richwood Association to the Estates of Richwood Association Members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, the Assessment shall then become delinquent, with

a late charge in such amount as the Board of Directors shall determine from time to time, and shall bear interest at the maximum rate allowed by the laws of the Commonwealth of Kentucky, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all Single Family Residence(s) and/or Lot(s) governed by, and all property owned by, the Estates of Richwood Association member against which the Assessment is made and all Single Family Residence(s) and/or Lot(s) against which the Assessment is made.

The Estates of Richwood Association's By-Laws and Declarations shall provide for the apportionment of any past due Estates of Richwood Association assessment among its members in accordance with its Articles of Incorporation, By-Laws and this Declaration, which shall require that said proportional assessment will become a lien upon the individually owned Single Family Residence and/or Lot (and its undivided interest in common property of the Estates of Richwood Association, if applicable), upon demand by the Estates of Richwood Association.

6.7 Assessment of Developer:

Any provision of this Declaration or of the Articles of Organization or By-Laws of the Estates of Richwood Association notwithstanding, the Developer, while there exists a Class B Member, shall be required to pay an assessment for any recorded, unsettled Lot in which it has the interest otherwise required for Class A membership only in an amount equal to ten percent (10%) of the Annual General Assessment, or any Special Assessment which the Estates of Richwood Association levies for purposes set forth in this Article VI. The provisions of this Section 6.7 shall not apply to the assessment of any Single Family Residence held by a Developer for rental purposes that is or has been occupied as a Single Family Residence; in which event the Developer shall be required to pay the full amount of the assessments levied thereon.

6.8 Exempt Property:

The Following property shall be permanently exempt from the payment of all Assessments to the Estates of Richwood Association:

6.8.1 All property dedicated to, or owned by the Estates of Richwood Association.

6.8.2 Any portion of the Property dedicated or conveyed to any municipal corporation.

6.8.3 Any portion of the Property exempted from ad valorem taxation by the laws of the Commonwealth of Kentucky.

6.8.4 Any portion of the property owned by Developer, except that Developer shall pay those amounts stated above in that section entitled "Assessment of Developer".

## **ARTICLE VII**

### Maintenance of Property

7.1 Homeowners Association Property:

Association Common Areas shall be maintained by the Estates of Richwood Association.

7.2 Single Family Residence and/or Lot Owner Responsibilities:

7.2.1 Single Family Lots:

The owner of a Single-Family Lot shall be responsible for all maintenance and repair of such Single-Family Lot, including, without limitation, the Single-Family Residence

located thereon. If a Single-Family Residence is damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the single Family Residence or, if not, then according to plans and specifications approved by the Review Board.

7.2.2 Review Board:

All additions, or material modifications to residence within the Estates of Richwood Subdivision which are to be made by an Owner pursuant to the provisions set forth hereinabove, shall be subject to the approval of the Review Board.

**ARTICLE VIII**

Insurance:

8.1 Insurance:

The Association is hereby authorized to purchase property and casualty insurance, other than title insurance, on the Homeowners Association Property as well as liability, indemnity and fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate, provided, however, in no event shall public liability coverage be in an amount less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage.

**ARTICLE IX**

Architectural, Building, and Landscape Controls (Review Board):

9.1 Review Board:

It is in the intent of Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious improvements. Accordingly, the Review Board shall have the right to approve or disapprove all architectural designs and elements, landscaping and location of any proposed improvements, as well as the general plan for development of all Single Family Residences within the Property. The Review Board may, in its sole discretion, impose standards for construction and development, which may be greater or more stringent than standards prescribed in applicable building, zoning and other governmental codes. The procedures of the Review Board shall be as set forth below.

9.2 Architectural Design Guidelines:

All Single Family Residences constructed within Estates of Richwood must adhere to the prevailing style architecture presented in the community. Color schemes, design, style, materials, architecture and all other residential construction applications shall be subject to review and approval by the Review Board. The Review Board shall be responsible for developing and enforcing the architectural guidelines.

9.2.1. The Review Board shall be a permanent committee of the Estates of Richwood Association and shall administer and perform the architectural and landscape review and control functions of the Estates of Richwood Association. The Review Board shall consist of five (5) voting members who shall initially be named by the Developer and/or the Board of Directors of the Estates of Richwood Association and who shall hold office at the pleasure of the Developer. Individuals appointed by the Developer to the Review Board need not be a Member of the Estates of Richwood Association or an Owner. Until turnover of control

of the Estates of Richwood Association, as defined in this Declaration, the Developer shall have the right to change the number of members on the Review Board provided, however, that the Review Board shall at all times consist of at least three (3) members; to appoint all members of the Review Board; and to remove and replace all members appointed to the Review Board. The Developer shall determine which member of the Review Board shall serve as its Chairman, or which members of the Review Board shall serve as Co-Chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Developer, and in the event that the Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the Review Board shall fill such vacancy by appointment. At such time as Developer no longer controls any property within the Estates of Richwood Subdivision or at such earlier date as Developer may decide, the Developer shall assign to the Estates of Richwood Association the rights, powers, duties and obligations of the Review Board, whereupon the Board of Directors shall determine how many persons shall serve on the Review Board, provided that the Review Board shall at all times consist of no less than three (3) members, shall appoint the members of the Review Board, shall provide for the terms of the members of the Review Board, and shall determine which member of the Review Board shall serve as its Chairman. There shall be no requirement that any of the members of the Review Board be a member of the Estates of Richwood Association or an owner within the Estates of Richwood Subdivision. A majority of the Review Board shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the Review Board. Until such time that Developer controls no more property within Estates of Richwood, the Review Board shall always consist of at least one member filled by Developer.

- 9.2.2. No improvements shall be constructed, erected, removed or planted, nor shall any addition to or any change, replacement or alteration be made unless and until the approval thereof shall be obtained in writing from the Review Board.
- 9.2.3. Each Applicant shall submit a preliminary application to the Review Board with respect to any proposed improvement(s) that he or she may contemplate along with a \$500.00 Plan Review Fee. The preliminary application shall include such information as may be required by the application form promulgated by the Review Board. Prior to the commencement of any work on such improvement(s), the plans and specifications therefore shall be subject to a final review and approval by the Review Board. At that time, the applicant shall submit to the Review Board such additional information as the Review Board may reasonably require, including, without limitation, three (3) sets of plans and specifications for the proposed improvements so that the Review Board may be able to adequately make the determinations required of it pursuant to this declaration: a surface water drainage plan showing existing and design grades, and/or contours relating to the predetermined ground floor finish elevation as established by Developer and three (3) sets of plans and specifications for the Single Family Residence's landscaping design and irrigation-system showing all proposed improvements, including their site locations. Three (3) copies of a detailed tree survey, showing all existing trees of four inches (4") or more in diameter and major vegetation stands located on the applicants' Single Family Lot, together with a written application on such form and together with such fees, as may be provided or required by the Review Board, and an explanation of the color scheme and/or color samples. The Review Board may also require submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed improvements to be staked out on the ground.
- 9.2.4. In the event the information submitted to the Review Board is, in the Review Board's opinion, incomplete or insufficient in any manner, the Review Board may, request and require the submission of additional or supplemental information.
- 9.2.5. No later than thirty (30) days after receipt of all information required by the Review Board for final review (unless the applicant waives this time requirement), the Review Board shall



respond to the applicant in writing. The Review Board shall have the right to refuse or approve any plans and specifications, which are not suitable or desirable, in the Review Board's sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and specifications, the Review Board shall consider the suitability of the proposed improvements, and the materials of which the same are to be built, the site upon which such improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the Review Board fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the Review Board.

- 9.2.6. Lapse of Approval: In the event construction of an improvement is not commenced within five (5) months of approval by the Review Board (or the Board of Directors, in the event the decision of the Review Board is appealed to the Board of Directors), the approval of the Review Board and/or the Board of Directors may terminate and the improvement may be treated as if originally disapproved, at the discretion of the Review Board and/or the Board of Directors.
- 9.2.7. Upon approval by the Review Board of any plans and specifications submitted to the Review Board, the Review Board shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the Review Board disapproves any plans and specifications submitted to the Review Board, the Review Board shall notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the Review Board to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the Review Board (unless applicant waives this time requirement in writing). The Review Board shall make a final written decision no later than thirty (30) days after such meeting. In the event the Review Board fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the Review Board to the Board of Directors of The Estates of Richwood Association within thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting, in the event the Board of Directors fails to provide such written decision within said thirty (30) days of the Review Board's decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions and restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.
- 9.2.8. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the Review Board shall be subject to the approval of the Review Board in the same manner as required for approval of original plans and/or specifications.
- 9.2.9. There is specifically reserved unto the Review Board, and to any agent or member of the Review Board, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Review Board, whether there exists any construction of any improvements which violates the terms of any approval by the Review Board or the terms of this Declaration. If any improvement of any nature shall be constructed or altered without the prior written approval of the Review Board, including future remodeling, or additions, the Owner shall or the Estates of Richwood Association may, upon demand of the Estates of Richwood Association, cause such improvement(s) to be removed, or restored in order to

comply with the plans and specifications originally approved by the Review Board. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Estates of Richwood Association. Such costs may also be the basis for an Individual Assessment. Upon the Directors' approval to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvement, the Estates of Richwood Association shall be entitled to the recovery of the court costs, expenses and attorneys' fees of the Review Board, including those incurred in connection with its enforcement of other powers, as provided herein. Such costs, expenses and fees shall be borne by the Estates of Richwood Association; provided, however, that nothing herein shall be deemed to negate the Estates of Richwood Association's right to an award of the Estates of Richwood Association's and the Review Board's attorneys' fees, expenses and costs if the Estates of Richwood Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein, or other rules and regulations promulgated by the Review Board, the Review Board may, in addition to all other remedies contained herein, record against that Owner's Single Family Residence and/or Lot a Certificate of Noncompliance stating that the improvements on the Unit fail to meet the requirements of the Review Board.

- 9.2.10. The Review Board is empowered to publish or modify from time to time, design and development standards for the entire Estates of Richwood Subdivision project or for one or more of the developments, or for the Single Family Lots, including, but not limited to the following:
  - 9.2.10.1. Roof and Roof Design(s)
  - 9.2.10.2. Fences, walls and similar structures
  - 9.2.10.3. Exterior building materials and colors
  - 9.2.10.4. Exterior landscaping
  - 9.2.10.5. Signs and graphics, mailboxes, address numbers and exterior lighting.
  - 9.2.10.6. Building setbacks, side yards and related height, bulk and design criteria
  - 9.2.10.7. Pedestrian and bicycle ways, sidewalks and pathways
  - 9.2.10.8. Exterior architectural elements
- 9.2.11. Notwithstanding anything contained herein to the contrary, any improvements of any nature made or to be made by the Developer, including without limitation, improvements made or to be made to the Homeowners Association Property, shall not be subject to the review of the Review Board.
- 9.2.12. The Review Board may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Estates of Richwood Association at the time that the plans and specifications and other documents are submitted to the Review Board. The payment of such fees, as well as other expenses of the Review Board required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Single Family Residence and/or Lot as provided hereinabove.
- 9.2.13. Neither the Developer, the directors, or the officers of the Estates of Richwood Association, the members of the Review Board, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Estates of Richwood Subdivision

or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Review Board in connection with the approval or disapproval of plans and specifications. Each Owner of a Lot within Estates of Richwood Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Estates of Richwood Association, the members of the Review Board, or their respective agents, in order to recover any damages caused by the actions of the Review Board. The Association shall indemnify, defend and hold the Review Board and each of its members harmless from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Review Board or its members. Neither the Developer, the directors or officers of the Estates of Richwood Association, the members of the Review Board, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, and for the quality of construction performed pursuant thereto.

## **ARTICLE X**

### Use Restrictions:

#### 10.1 Restrictions on the Use of Single Family Lots:

The following restrictions shall apply to all Single Family Lots:

##### 10.1.1 Residential Use:

All Single Family Residences shall be used only as single family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Lot and no business may be conducted on any part thereof, except as otherwise provided in this Declaration and except that an Owner or occupant residing in a lot may conduct business activities on the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous, offensive or illegal use, or threaten the security or safety of other residents of the Property, as may be determined by the Developer.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of Lot in accordance with this Article shall not be considered a trade or business within the meeting of this section.

##### 10.1.2 Unightly or Unkept Conditions:

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of a lot which is not enclosed in an approved structure. This section shall require each Lot owner to keep their Lot mowed and clear of weeds and debris.

#### 10.1.3 Occupants Bound:

Every owner shall cause all occupants of his or her lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Homeowners Association Property caused by such occupants, notwithstanding the fact that such occupants of a lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

#### 10.2 Lot Restrictions:

One (1) Lot, as shown on the plat of Subdivision for the Single Family Lots, shall be the minimum land area upon which a Single Family Residence may be constructed, provided, however, that a Single Family Lot may be subdivided for the purpose of adding a portion thereof to an adjoining Single Family Lot and the remaining portion of such subdivided Lot used for construction of a Single Family Residence thereon, with the written approval of the Developer and the Review Board, which approval shall be in the Developer and the Review Board's sole discretion. This property shall be shown and described as residential lots and shall not be re-subdivided for any other reason, provided, however, that a Single Family Lot may be subdivided for the purpose of adding such subdivided portions to adjoining Single Family Lots and used in conjunction therewith solely as one or more larger building site(s). Such subdivided portions shall, however, under no circumstance be used separately for construction of a Single Family Residence thereon, except as approved by the Developer and the Review Board. No improvement shall be erected, altered, placed, or permitted to remain on any one particular residential lot within this property other than one single family dwelling not to exceed two and one-half stories in height, a private garage for not more than four vehicles, and other structures as may be approved by the Review Board and that are incidental to residential use of said Single Family Lot.

#### 10.3 Building Height:

The maximum building height shall be forty-five (45) feet. Building heights shall be measured from the grade condition present at the entry door location to the highest point of the roof area. Chimney heights may exceed this limitation with approval of the Review Board. The Review Board may grant a variance if the topography is such that the building site requires or allows it. It is the sole discretion of the Review Board for an exception.

#### 10.4 Lot Width:

The minimum lot width at the building setback line shall be in accordance with recorded plats, except as may be modified by the Developer and the Review Board pursuant to the provisions of Section 10.2 herein.

#### 10.5 Easements:

Easements as shown on the subdivision improvement drawings are reserved for utility installation and maintenance, drainage, and common areas.

#### 10.6 Floor Area:

The minimum heated floor area of the main residence, exclusive of open porches, garages, and basement areas, shall not be less than 1,800 square feet in the case of one story or shall not be less than 2,200 square feet in the case of one and one-half story or a two-story residences. Square footage measurements shall be taken from outside exterior walls of the residence. The Review Board may grant a maximum 5% variance in the minimum square footage requirements in the event the Board should find the design of a particular residence to be of such character that such a design would enhance the overall appearance of the Estates of Richwood community.

10.7 Miscellaneous:

No trailer, tent, barn, basement or other out-building erected in this subdivision may at any time be used as a residence.

10.8 Garages:

Each Single Family Residence shall have sufficient enclosed garage space for at least two (2) full size automobiles. All garages must have electric garage door operators. No carports shall be permitted. Garages shall not be used for or converted into living area. The Review Board shall be the sole judge of whether detached or attached garages shall be permitted in each case. All garage entries shall be designed so as to enter from the side or rear of residential lots and shall not be placed entering from the front. Such restriction may be waived by the Review Board in the event such a requirement would adversely affect the natural beauty, terrain, or features of a specific lot.

10.9 Signs:

No signs other than street names, a subdivision identification fixture, and mail box identification may be permanently erected in this subdivision, other than those put up by Registered Builders to aid in the new home sale of the community.

10.10 Resale Signs:

In the event of home resale efforts, one (1) 24" x 24" For Sale sign may be placed in the front yard no closer than fifteen (15) feet to the pavement of the adjoining street, and no further away than twenty (20) feet from said pavement, to be located within five (5) feet of the driveway apron. The total height of said sign above the ground as measured to the top of the sign shall not exceed fifty (50) inches.

10.11 Foundations:

All exposed foundations of residential dwellings shall be faced with brick, stone or other approved materials to within 18" of grade.

10.12 Exteriors:

The exterior of all residential dwellings within the development shall be of materials approved by Review Board. The Review Board reserves the right to approve the quality and finish colors of the exterior materials used on each residence.

10.13 Residential Construction:

No residential structure shall be moved onto any lot in this subdivision. All residential structures must be constructed on the property.

10.14 Post Lamps:

Any approved post lamp(s) and post(s) shall be no greater than 15 feet from the edge of the public street fronting the particular residence, and shall be operated with automatic, 24 hour photo-cell operation so as to be illuminated during all times of darkness. All said post lamps designs, colors, and style must be approved by the Review Board.

10.15 Construction Phase:

During construction of a Single Family Residence, the Lot shall be kept in a neat and orderly

condition so as not to cause an unsightly condition of the Lot, notwithstanding normal construction dirt and excavation. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractors) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Estates of Richwood Association, the Estates of Richwood Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, and unsightly debris and/or growths from the Lot. In the event the Estates of Richwood Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Single Family Residence and/or Lot. Such costs may be the basis for an Individual Assessment. The Review Board shall be entitled to promulgate, from time to time, specific rules and regulations concerning the manner in which construction activity is performed within a Single Family Residence and/or Lot or the time period of such construction activity. A representative of the Review Board shall be entitled to periodically inspect the progress of construction work occurring within a Single Family Residence and/or Lot so as to confirm its compliance with this Declaration, said rules or regulations, applicable Design and Use Standards, and other restrictions which may be applicable to the construction of any improvements within a Single Family Residence and/or Lot. The failure by the representatives of the Review Board to object to any work which does not conform to this Declaration, said rules and regulations, applicable Design and Use Standards and other restrictions shall not constitute a waiver or approval of said nonconforming work and the Review Board and the Estates of Richwood Association expressly reserves the right to enforce the same with respect to such nonconforming work.

10.16 Clearing and Removal of Trees:

No Lot or building site may be cleared for any reason without the prior written approval of the Review Board. No landscape species trees of four (4) inches or more in diameter at two feet above the natural grade shall be cut or removed without the prior written approval of the Review Board, outside the normal dig limits noted below for a residential foundation. When such a tree is removed, the Owner will replace it with a similar tree(s) of equal value or caliber size on another portion of the Lot. Tree removal shall be permitted only in an area, which is thirteen feet (13') from the perimeter of the foundation of the house and garage, unless such dimension is modified by the Review Board or necessary due to drainage and grading needs.

10.17 Accessory Buildings:

No accessory buildings of any kind will be permitted on any Lot, within the prescribed setbacks, without the prior written approval of the Review Board.

10.18 Landscaping:

The Review Board must approve all landscape plans. No vegetable gardens shall be planted or extended nearer than twenty-five feet (25') from any adjoining property or in front yards unless approved by the Review Board. Prior to occupancy, 100% of the front of each new residence shall be landscaped with a minimum of \$3,000.00 of landscaping for material only, excluding the lawn and any retaining wall structures, at 2010 business cost (to be adjusted from time to time for inflation).

10.19 Maintenance of Lots:

All Lots shall be kept in a clean and sanitary condition and no rubbish, weeds, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Estates of Richwood Association. In the event an Owner fails to maintain his Lot as aforesaid,

the Estates of Richwood Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Estates of Richwood Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the community, provided, however, that at least seven (7) days prior notice shall be given by the Estates of Richwood Association to the Owner of such Lot before such work is performed by the Estates of Richwood Association. In the event that the Estates of Richwood Association, after such notice causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner and shall become a lien on the subject lot. Such costs may be the basis for an Individual Assessment. Such entry by the Estates of Richwood Association shall not be deemed a trespass. The Estates of Richwood Association may also, at the request of any lot Owner, maintain any undeveloped lots, so as to prevent such undeveloped lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner and shall become a lien on the subject Single Family Residence and/or Lot and may be the basis for an Individual Assessment.

10.20 Temporary Structures:

No improvement or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, garages, barns, tree houses, skateboard ramps or other temporary or other outbuildings shall be erected, kept or maintained on any lot of any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site when approved, in advance, by the Review Board. The architectural site plan shall indicate the location of such temporary structure and drawings reflecting the appearance of same.

10.21 Set-Backs:

Minimum setback requirements are as follows unless otherwise indicated on the recorded plat or as otherwise approved by the Review Board, which approval, if any, shall be in the Review Board's sole discretion:

10.21.1. Front Set-Back:

The minimum front setback line shall be no less than twenty (20) feet from the abutting street. In the case of corner lots, the intersecting street setback shall be twenty (20) feet and the Review Board shall determine which of the two streets shall be considered the fronting street. *[20 BCR]*

10.21.2. Rear Set-Back:

Rear yard setbacks shall be generally opposite the front yard, but final determination shall be made by the Review Board as to which areas shall be considered as rear or side yards. The minimum distance for rear setbacks shall be twenty-five (25) feet. *[25 BCR]*

10.21.3. Side Set-Backs:

The side setbacks shall be not less than twenty (20) feet total, with a minimum of Five (5) feet from one property line. *[5 on one side w/20 total BCR]*

10.21.4. Fences:

No improvement of any kind, including, without limitation, fences higher than four feet (4'), shall be permitted in any building setback area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four feet (4') into the setback area and provided further that they are all sided and screened from view in a manner

approved by the Review Board.

10.21.5. Set-Back Waivers:

The Developer and/or the Review Board shall have the right to waive minor violations of the setback requirement (including building height and lot width) contained herein, if said violation does not exceed fifteen percent (15%) of the required height or setback limitation. After the Developer has turned over control to the Estates of Richwood Association, then the Estates of Richwood Association and/or the Review Board shall have the rights to waive the minor setback requirements (including building height and lot width) as are given to the Developer herein.

10.22 Subdivision of Lots:

No lot shall be re-subdivided to form a lot smaller than the original Lot, provided, however, that the Owner of more than one (1) contiguous lot may apply to the Review Board for permission to use such Lots as a site for a single family residence; and, upon the written consent of the Review Board, said contiguous Lots shall then be defined as the "Lot" for purposes of the Declaration, except that the lots shall continue to be treated as separate and distinct lots for purposes of Assessment. The Owner of such Lots shall not be required to comply with the side yard setbacks set forth herein, except that such Owners shall be required to comply with the outside side yard setback lot lines of the combined Lots.

10.23 Fences, Walls and Hedges:

The composition, location and height of any fence, wall or hedge to be constructed on any Lot shall be approved in advance by the Review Board. No fence shall be approved on any Lot between the rear of the building constructed thereon and the street in the front of the building. The Review Board shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Estates of Richwood community and other fences, if any. Chain link or reflective fencing may not be used. Fences must be approved in advance by the Review Board. Fencing design must accompany the final working drawings submitted to the Review Board for any proposed Single Family Residence.

10.24 Driveways:

All driveways and parking areas shall have hard impervious, dustless surfaces, such as asphalt, concrete, or brick. Driveways must be a minimum of 16 feet wide at the point of the street and may connect to streets at only two points for each lot and such connections shall provide continuity of any drainage swale or curb and shall blend into the street pavement. No curbside parking areas may be created by extending any portions of street pavement, except as approved by the Estates of Richwood Association. All driveways shall be approved in advance by the Review Board.

10.25 Utilities:

No direct home service utilities may be above ground, including, but not limited to, electric, telephone, gas and related accessories, (i.e. L.P. tanks), and cable television. The central water and sewage system provided by public governmental agencies for service of the property shall be tapped into and used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his lot and shall pay all connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be removed from any lake or water management system without the express written consent of the Estates of Richwood Association. No septic tank or drain field shall be allowed on any lot.



10.26 Lot Filling:

No Lot may be filled for any reason until the Review Board has reviewed and approved the preliminary application for the Single Family Residence, proposed for construction on the Lot, except for lot fills permitted as required to complete community development, drainage and grading by the Developer. The site plan, along with the tree survey and overall drainage concerns shall be taken into consideration in determining the extent of filling which shall be permitted on any given Lot.

10.27 Lots Bordering on Lakes:

Lots bordering on lakes shall be required to maintain shoreline grading, using swale and earthen berm design, to detain a minimum of one inch (1") of surface water runoff from all proposed paved surfaces. Such design shall appear on the landscaping plat for the lot, and shall be evidenced by grade elevations and profile drawings, if requested, showing typical cross sections. A combination of the above alternatives shall be encouraged by the Review Board to provide a more natural lake shoreline. No portion of the shoreline of any lake shall be altered by an owner without the prior consent of the Estates of Richwood Association.

10.28 Swimming Pools:

Any swimming pool to be constructed on any Lot shall be in-ground and subject to the review and approval of the Review Board, which shall include, but not be limited to the following criteria:

10.28.1. Composition to be of material thoroughly tested and accepted by the industry for such construction.

10.28.2. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, and shall not extend towards the front of the house any further than a plane indicated by the rear house line, except by special permit from the Review Board.

10.28.3. Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding Single Family Residences. No lighting shall be approved that is set higher than four feet (4') above finished grade.

10.28.4. If one Owner elects to purchase two adjoining lots and to use one lot for recreational purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the Review Board. It shall be the intent of the Review Board to screen any such recreational facilities from public view, and direct view from the adjoining lot.

10.28.5. Pools may be heated only through methods approved by the Review Board.

10.29 Tennis Courts:

Private tennis courts must be fenced and shall be subject to the requirements of the Review Board.

10.30 Clotheslines:

No clotheslines or outside drying area shall be located on any Lot.

10.31 Garbage and Trash Containers:

No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste, All

trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be kept within an enclosure.

10.32 Resident Graphics:

The size and design of all signs, numbering for the Single Family Residence mailboxes and other such materials shall be approved by the Review Board and shall display continuity and conformity throughout the development. Except in connection with the development or sales of property by Developer or a Registered Builder, no signs, billboards, advertisements or notices of any kind, except "For Sale" signs shall be displayed for public view on any Lot without the prior written approval of the Review Board, or except as may be required by legal proceedings, it being understood that the Review Board will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the Review Board reserves the right to restrict size, color, content and location of such signs. No sign shall be nailed or attached to any tree. The Review Board shall have the right to adopt reasonable rules regarding signs to be used during construction of Single Family Residences, such as Owner identification, name of contractor, architect, etc.

10.33 Parking of Vehicles:

No commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four wheel passenger automobiles and truck and vans not to exceed 3/4 ton, shall be placed, parked or stored outside of an approved garage or residence.

Vehicles of repairmen, deliverymen, moving vans may be parked at curbside or on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Lot for the duration of their stay. The Estates of Richwood Association shall have the right to authorize the towing of any vehicles, which are in violation of these provisions, and to collect the cost thereof from Owners, as an individual assessment.

10.34 Antenna and Other Rooftop or Yard Accessories:

No radio, television or other electronic antenna, aerial or satellite receiving dish in excess of 36" in diameter, or other reception or transmission device may be erected or maintained anywhere on any Lot or on the Common Areas or on the exterior of Single Family Residences without the prior written approval of the Review Board. Such approvals may provide for temporary uses, subject to removal upon stated conditions. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the color of the roof and shall be located, whenever possible, so as not to be visible from the street or from neighboring Lots. Electronically powered ventilators may be used if the roof vents are low profile, blended to the roofing materials and are not visible from the street or from neighboring Lots.

10.35 Nuisances:

No use or practice, which is either an annoyance to Owners or an interference with the peaceful possession and use of their Single Family Residence and/or Lot shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about their Single Family Residence and/or Lot. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet, and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his or her Single Family Residence and/or Lot.

10.36 Firearms:

There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any Lot except by security personnel in the performance of their duties.

10.37 Temporary or Permanent Mobile Homes:

There shall not be erected, placed, altered or permitted to remain on any Lot any mobile home, temporary or permanent, nor may any Owner be allowed to use such as a dwelling, either temporarily or permanently, except for Registered Builders or Developer as needed for the construction of homes or subdivision improvements.

10.38 Storage Tanks:

No holding tanks of any kind will be permitted that are visible from adjoining properties without the written approval of the Review Board, except for Registered Builders or Developer as needed for the construction of homes or subdivision improvements.

10.39 Sidewalks:

All sidewalks placed within the public right of way of any street shall be constructed with hard impervious, dustless surfaces, such as asphalt or concrete. The type, color, and location shall be approved by the Review Board.

10.40 Rules and Regulations:

No person shall use the Homeowners Association Property, or any Single Family Residence and/or Lot in any manner contrary to, or not in accordance with, such rules and regulations as may be promulgated by the Estates of Richwood Association, or such traffic regulations as may be promulgated by the Estates of Richwood Association from time to time.

10.41 Additional Protective Covenants:

Developer may include, in any contract or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

10.42 Animals:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats and other common household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Estates of Richwood Association, so long as they are not kept, bred, or maintained for commercial purposes. Animals must be kept under the control of their owners at all times. No animal or pet houses or shelters may be constructed, erected, kept, or maintained on any lot. The owners must remove and dispose of the animal's waste from the property. Barking dogs must be kept inside the residence after sundown. No animal or pet shall become a nuisance to or bother residence of the subdivision.

10.43 Lake Regulations:

10.43.1. No obnoxious or offensive substance polluting said lake or pond shall be discharged or permitted to be discharged therein.

10.43.2. No commercial use of any kind shall be made of said lake or pond.

- 10.43.3. Each owner, his guests or invitees, shall conduct themselves at all times so as not to interfere with the privacy and privileges of the other abutting property owners.
- 10.43.4. No person, upon entering the boundaries of lake areas, shall enter, or leave by trespassing upon another homeowners' Lot. Said entry shall be conducted on Homeowner Association Property or approved easements.
- 10.43.5. No trash, debris or other unsightly substance shall be placed or permitted to be placed in said lake or pond.
- 10.43.6. No docks or lifts shall be built or maintained in or upon said lake or pond unless approved by the Review Board. Boats are permitted to be used on the lakes, but shall not be powered by engines. No gasoline powered vehicles of any kind, including jet skis, shall be permitted.
- 10.43.7. The shoreline of said lake or ponds shall be maintained in a neat, clean and attractive appearance by the owner of the Lot upon which said shoreline is located. These lake and pond covenants and restrictions may be enforced only by the Estates of Richwood Association, and by any person owning a Lot abutting or extending into the lake or pond upon which the covenants or restrictions are being enforced. Enforcement may be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages.
- 10.43.8. No person shall be permitted to pump or otherwise remove water from the lakes which are a part of the Development, subject, however, to the right of the Estates of Richwood Association to use lake water for irrigation of the Common Areas.

#### 10.44 Sexual Offenders

- 10.44.1. Individuals who are required to register pursuant to The State of Kentucky KRS Chapter 17, Section .510 (hereinafter "Registrants") present an unreasonable danger to the residents of the Estates of Richwood where the residents of the Subdivision, especially children, are subject to contact with such sexual offenders. Such potential exposure, in light of the legislature's recognition of the serious danger posed by these individuals, dictates that Registrants should be prohibited from temporarily or permanently residing in or upon any Lot of The Estates of Richwood Subdivision.
- 10.44.2. No person required to register with a designated registering agency pursuant to Chapter 17, Section .510, and who is thereafter determined to be a sexual offender, and also referred to herein as a Registrant, may temporarily or permanently reside in or on a Lot in The Estates of Richwood Subdivision.
- 10.44.3. If a Registrant occupies a Lot as a tenant, or under any other possessory interest, the Owner of the Lot must immediately cause the person to vacate the Lot within 30 days of the date the Lot Owner was notified by the Estates of Richwood Homeowner's Association of the presence of the Registrant. If the Registrant does not vacate the Lot within 30 days of the date the Lot Owner is notified of the presence of a Registrant, then the Lot Owner must immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceedings within 10 days following the expiration of the aforementioned 30 days and fails to prosecute the eviction to conclusion, then the Estates of Richwood Homeowner's Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the cost and expense of the Owner upon whose Lot the Registrant resides.

- 10.44.4. Each Owner, hereby appoints the Estates of Richwood Homeowner's Association as the Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings, or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Section. The power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon their heirs, personal representatives, successors, and assigns of the Owner.
- 10.44.5. If a Lot Owner who has been notified by the Estates of Richwood Homeowner's Association fails to comply with these requirements the Estates of Richwood Homeowner's Association shall be entitled to a mandatory injunction in the Court of Common Pleas requiring the Registrant to immediately vacate the Lot.

## **ARTICLE XI**

### Indemnification of Officers, Directors and Members of the Review Board and Members of the Estates of Richwood Association

#### **11.1     Indemnification:**

Every officer and director of the Estates of Richwood Association, and member of the Review Board shall be indemnified by the Estates of Richwood against all expenses and liability, including attorneys' fees, incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been an officer, director, or member of the Review Board or the Estates of Richwood Association whether or not he or she is an officer, director or member of the Review Board, or the Estates of Richwood Association at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the Review Board or the Estates of Richwood Association may be entitled.

## **ARTICLE XII**

### General Provisions:

#### **12.1     Assignment:**

Any or all of the rights, powers and obligations reserved by or granted to the Developer, or the Estates of Richwood may be assigned by the Developer or the Estates of Richwood as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations therein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Developer and/or the Estates of Richwood Association. After such assignment, Developer and/or the Estates of Richwood shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

#### **12.2     Amendment:**

This Declaration may be amended upon the recordation of an appropriate instrument with the County Clerk subject, however, to the following provisions:

- 12.2.1 Except as provided herein below, an amendment initialed by any party other than Developer must obtain the approval of at least eighty percent (80%) of the votes of

Members; provided, however, that until such time as Developer relinquishes control of the Estates of Richwood Association, as described hereinabove, all amendments must include the express written joinder and consent of the Developer.

12.2.2 This Declaration may be amended by the Developer at any time and for any purpose for the first five (5) years from and after the date of recording of this Declaration in the Boone County, Kentucky Clerk's records at Burlington, Kentucky without the vote joinder, consent or approval of the Members. Owners, the Estates of Richwood Association, Institutional Mortgagees, or any other party. Thereafter, this Declaration may be amended upon the initiation of Developer, at any time, upon approval of at least fifty one percent (51%) of the votes of the Members. Provided, however, that the declaration may be amended by Developer, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of voting, membership and assessment for such additional real property, for the purposes of granting easements to Developer over the Homeowners Association Property, and for the purpose of complying with the requirements of government authorities and lenders (including FNMA). Without the joinder or consent of Owners, the Estates of Richwood Association, the Institutional Mortgagees, or any other party, except that when additional real property is subject to this Declaration, the joinder of the Estates of Richwood Association, which will govern the additional property shall be required.

12.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Single Family Residence and/or Lot, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Single Family Residence and/or Lot, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.3 Duration:

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for an initial term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

12.4 Covenants Running with the Property:

The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Estates of Richwood Association, and the Owners.

12.5 Enforcement:

Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, assessments, liens and other provisions contained herein shall, be by a proceeding at law or

in equity against any person or entity violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer or the Estates of Richwood Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of the Developer, the Estates of Richwood Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained herein.

12.6 Declarant's Rights:

Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell or lease Single Family Residences and/or Lot(s) on any terms to any purchasers or lessees, for so long as it owns any property in the Estates of Richwood Subdivision. Also, for so long as Developer owns or has any use rights to any property subject to this Declaration. Developer and/or Registered Builders shall have the right to transact any business necessary to consummate sales of property throughout the Estates of Richwood subdivision including, but not limited to, the right to maintain offices on the Property, or Homeowners' Association Property, in locations to be selected by the Developer, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout the Estates of Richwood Subdivision, including without limitation, sales models and parking lots; to post and display a sign or signs on any Single Family Residences and/or Lots owned by Developer or on the Homeowners' Association Property.

12.7 Notice:

Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed as follows:

To the Estates of Richwood Association at:

The Estates of Richwood HOA, LLC.  
11652 Agarwood Drive  
Walton, KY 41094

As additional property is subjected to this Declaration by amendment to the Declaration, the address of the governing Estates of Richwood Association shall be set forth in such amendment. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purpose of giving notice under this subsection, which thereafter, until change by like notice, shall be the address of such party for all purposes of this Declaration.

12.8 Plats:

In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of portions of the Property, which are recorded or to be recorded in the Boone County Clerk's office.

12.9 Captions:

The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a

matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

12.10 Gender and Number:

The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

12.11 Severability:

Invalidation of any one of the covenants or restrictions contained herein by Judgment or Court Order shall in no way affect any other provision hereof, which shall remain in full force and effect.

12.12 Effective Date:

This Declaration shall become effective upon its recordation in the Boone County Clerk's office.



IN WITNESS WHEREOF, the said Developer, **RJ CONSTRUCTION GROUP, INC., a Kentucky Corporation**, by and through **Robert J. Brunner**, its duly authorized **President**, and **Richard C. Cummins**, its duly authorized **Vice President**, hereunto sets its hand this 16th day of August, 2010.

DEVELOPER:

**RJ CONSTRUCTION GROUP, INC.,**  
a Kentucky Corporation

By:



Robert J. Brunner  
President

By:

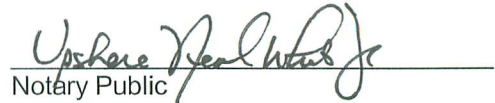


Richard C. Cummins  
Vice President

Commonwealth of Kentucky


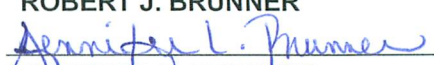
County of Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me, a Notary Public, by the Developer, **RJ CONSTRUCTION GROUP, INC., a Kentucky Corporation**, by and through **Robert J. Brunner**, its duly authorized **President**, and **Richard C. Cummins**, its duly authorized **Vice President**, this 20<sup>th</sup> day of August, 2010, to be its voluntary act and deed.

  
Notary Public

Commission Expires: August 6<sup>th</sup> 2013

IN WITNESS WHEREOF, The Property Owners **ROBERT J. BRUNNER and JENNIFER L. BRUNNER, Husband and Wife** within the Estates of Richwood also caused this Declaration to be executed This 16<sup>th</sup> day of August, 2010, by and through individual signatures below.

  
ROBERT J. BRUNNER  
  
JENNIFER L. BRUNNER

Commonwealth of Kentucky

County of Boone

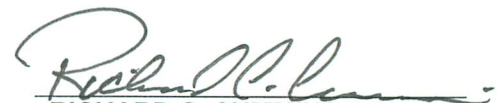

Subscribed, sworn to and acknowledged before me, a Notary Public, by the Property Owners, **ROBERT J. BRUNNER and JENNIFER L. BRUNNER, Husband and Wife**, this 20<sup>th</sup> day of August, 2010.



  
Notary Public

Commission Expires: August 6<sup>th</sup> 2013

IN WITNESS WHEREOF, The Property Owners **RICHARD C. CUMMINS and NANCY A. CUMMINS, Husband and Wife** within the Estates of Richwood also caused this Declaration to be executed This 16<sup>th</sup> day of August, 2010, by and through individual signatures below.

  
RICHARD C. CUMMINS  
  
NANCY A. CUMMINS

Commonwealth of Kentucky

County of Boone

Subscribed, sworn to and acknowledged before me, a Notary Public, by the property owners, **RICHARD C. CUMMINS and NANCY A. CUMMINS, Husband and Wife**, this 20<sup>th</sup> day of August, 2010.



  
Notary Public

Commission Expires: August 6<sup>th</sup> 2013

This Instrument Prepared by:



Robert J. Brunner  
President  
RJ Construction Group, Inc.  
11652 Agarwood Drive  
Walton, KY 41094  
Telephone: 859-743-8649

GROUP NUMBER: 4980  
Cabinet 5, Slide 471

Being all of Parcels "A," "B," and "C," and Lot Numbers 1,2,3,4,5,6,7,8,9,10, and 11 of The Estates of Richwood Subdivision, Section One, as shown upon Plat Slide 471, Cabinet 5, as recorded in the Boone County Clerk's Office at Burlington, Kentucky.