

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RIVER HEIGHTS, INC.  
SECTION ONE

The undersigned, RIVER HEIGHTS ESTATES, INC. are the "Owner", "Developer" and "Declarant", as those terms are used hereinafter, and do this 23rd day of October, 1999 adopt the following Regulations, Covenants, Conditions and Restrictions of RIVER HEIGHTS ESTATES, Section One.

WITNESSETH: The undersigned, being the Owner of all the lots of RIVER HEIGHTS ESTATES, Section One, situated in Spencer County, Kentucky, do hereby adopt the following Regulations, Covenants, Conditions and Restrictions, which Regulations, Covenants, Conditions and Restrictions shall apply to all of the lots of RIVER HEIGHTS ESTATES, Section One, as shown on the Amended Record Plat styled by RIVER HEIGHTS ESTATES, which plat is recorded in Plat Cabinet 2, Pages 386, 387, 389, 390, 391, 392, 393, 394, in the office of the Clerk of Spencer County Court, as follows:

The Declarant hereto intends to establish a general plan for the use, occupancy, and enjoyment of said subdivision and hereby declare that for the protection, conservation of its value, and mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions;

1. EASEMENTS - REFERENCE TO PLAT:

All lots are subject to the easements for electrical, drainage, water and telephone utilities as shown on the plot of said subdivision. Easements are reserved as shown on the recorded plat with the right of ingress and egress and with the right to cut down or to trim any trees within the easements that may interfere with the installation or operation of utilities lines. The easements shall be kept free of all obstructions, including permanent fences and trees.

2. LOT USE:

Primary Use Restrictions: The real estate described herein shall be utilized for residential purposes only. No lot shall be used except for ONE private single family dwelling and one detached building.

No noxious or offensive activity will be allowed, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. (i.e cars, boats or other vehicles that are not in running condition)

No industrial trade of any kind shall be carried on upon any lot except that the real estate project manager may use a model home for display or offices until all lots are sold by the Developer. Home Occupations are subject to Developer approval and any zoning requirements.

3. PLANS - CONSTRUCTION:

A plan showing the location of the structure upon the lot, together with the workmanship and materials, harmony of exterior design with the existing structures, and location to the topography and finished grade evaluation in regard to any building erected in RIVER HEIGHTS ESTATES, Section One, must be approved by the Developer.

The Developer herein reserves the right to approve or disapprove the construction plans and specifications, including the outside finish of any dwelling and/or detached garage. One single family residence, not to exceed two (2) stories in height, and one private garage for not more than three cars shall be allowed as provided herein.

Each residence constricted shall include an attached, detached or basement garage providing space for NOT LESS THAN two (2) vehicles. A residence with an attached or basement garage is permitted to have one detached garage with a capacity of no less than one (1) car garage and no larger than a three (3) car garage.

Such garage is to confirm to the residence in architectural design and materials used and setback requirements. No storage sheds allowed.

THERE SHALL BE NO BLASTING OF ROCK IN RIVER HEIGHTS ESTATES.

4. SET BACK:

All principal dwelling shall be set back 80 feet from the center of any interior road as shown on the plat for Section One. All side and rear setbacks shall be 15 feet from the property line as shown on the recorded plot.

5. DRIVEWAYS AND CULVERTS:

Prior to beginning of construction on any lot, the Developer shall approve the location and depth of driveway due to buried utilities at the front of the lot.

A proper culvert (i.e. 28 foot x 15 inch), unless Developer determine same is not necessary, shall be installed by owners of each lot and this driveway shall be used for entering and exiting said lot. Any damages to roadway by not using this driveway shall be the responsibility of the lot owner. All homes are required to have a cement, asphalt, brick, exposed aggregate, or stamped cement paved driveway. Driveway and culvert to be completed before occupancy.

6. DWELLING SIZE:

No structure of temporary character, basement, camper, tent, shack, garage, sectional home, trailer or modular home shall be used on any lot at any time as residence either temporary or permanently. All residences erected must face the roads as shown on the plat. All corner lot locations of residences will be approved by the Developer, or its assigns, but set back requirements from each road shall apply unless otherwise agreed upon in writing by the Developer or its Assigns.

No dwelling shall be permitted whose ground floor area of the main structure, exclusive of one story open porches, garages, and finished basements, is less than 1250 square feet with an attached two (2) car garage or 1450 square feet with a detached garage or basement garage on ranch style houses. Two story and one and a half story dwellings must have a minimum of 1050 square foot on the main floor with an attached garage or 1250 square feet on the main floor with a detached basement.

All building related thereto must be completed within one (1) year of the start of construction.

7. FENCES:

The Developer herein expressly reserves the right to approve or disapprove of any fence erected upon any lot herein. All fences shall be board fence or chain link fence. No fence is allowed from the back of the house forward. Expressly forbidden from every lot are barbed wire, diamond mesh, or woven wire fencing except around the boundaries of the subdivision. It is further specified that only the rear yard of a lot may be fenced. Boats & motor homes must be enclosed in a garage or parked to the rear of the dwelling and enclosed a 6" privacy fence.

8. EXTERIOR MATERIAL:

A portion of the front elevation of the residence must contain some brick, stone, or synthetic stone, or a combination of some. Vinyl siding and stucco, in combination with the approved exterior materials, may be used. All home plans, builders and exterior finish materials must be approved by the Developer.

Any exposed portion of poured concrete or concrete block foundation shall be conversed with brick, stone or other material which blends with the overall construction of the dwelling.

9. LANDSCAPING:

A landscape plan shall be submitted to the Developer for its approval in writing. This plan shall show the trees, shrubs, and other plantings to be planted on the lot. Each landscape plan shall have a minimum of two (2) six foot deciduous trees in the front yard and in the case of a corner lot, two additional trees of the same size on the side facing the street. The yard shall be graded away from the building, seeded and strawed or sodded. Landscaping set forth in the approved plan must be completed within one (1) year of the start of construction.

10. POOLS:

All pools shall be enclosed by a fence.

11. CLOTHESLINES:

No outside clotheslines shall be erected.

12. BOTTLED GAS:

All bottled gas tanks must be buried and located to the rear of the dwelling.

13. ANTENNAS AND TV SATELLITE DISHES:

Only small TV Satellite dishes having a diameter of no more than twenty-four (24") are allowed and must be located behind the residence or attached to the side or rear of the residence. No antennas are permitted on the exterior of any building.

14. DUTY TO REPAIR AND REBUILD:

Each owner of a lot shall, at this solo cost and expense, repair there residence keeping the same condition comparable to the condition of such residence at the time of construction, excepting normal wear and tear. If all or any portion of a residence is damaged by fire or other casualty, then the owner shall with all due diligence, promptly rebuild.

15. LOT DIVISION:

No lot, once deeded by Developer, shall be further divided.

16. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one professional sign advertising the property for sale or by a builder to advertise the property during the construction and sales period. No signs shall be displayed at the entrance of River Heights unless approved by the Developer or his Assigns.

17. ANIMALS:

No swine, goat, livestock or poultry of any kind shall be raised, bred or kept on any lot, except those dogs, cats or other household pets which must be kept on the owner's premises at all times unless accompanied by the owner on a leash, and provided that they are not kept, bred, or maintained for any commercial purposes.

18. LOT MAINTENANCE:

All lots are to be mowed and kept in neat appearance by the lot owners. Lot owners shall maintain the portion of right of way easement adjacent to their lot. There will be a mowing fee of \$50.00 per mowing on unimproved lots, unless the owner as mowed by May 1st or each year. Thereafter, mowing should be done every thirty (30) to forth-five (45) days. Upon receipt of mowing statement, payment is to be made by owner to Developer.

19. MAILBOXES:

The Developer will provide and install all curbside steel mailboxes before occupancy. Homeowner will maintain said boxes and replace with same, at homeowner's cost, if a mailbox is damaged/destroyed for any reason.

20. MAINTENANCE FEES:

All lots shall be subject to a maintenance fee of One Hundred Dollars (\$100.00) per year per lot which fee will be used to maintain street lighting in addition to maintaining common areas of River Heights Estates, Section One including the entrance, green areas, and river park. This maintenance fee shall be paid to the Developer on the 1st day of January of each year. It is further agreed that the term of the maintenance fee shall be perpetual and the obligation of the owners of the lots is as stated.

The Developer shall remain in full control of the Home Owners Association until such a time as seventy-five percent (75%) of the total 167 lots in Section One through Section Four have been sold. Thereafter, a Homeowners Association shall be organized by the lot owners for the purpose of collecting fees and maintaining the common areas and to perform any other act which, in the option of the Association, may be of general benefit to the owners of the lots in River Heights Estates. Developer reserves the right to delegate any and all of its duties and responsibilities set forth herein.

Any and all assessments made in accordance with these provisions shall constitute a lien against the real estate and improvements thereon. The lien of such basement shall be enforceable against the real estate by foreclosure or may be collected as other claims for money due such as a first mortgage, vendor's lien, or ad valorem taxes, respectively, on any property that is subject to such assessment. Costs of collection, including a reasonable attorney's fee, shall be included in the lien.

21. INVALIDATION of any of the covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect. The covenants, conditions, and restrictions herein contained shall run with the land and shall be binding on all owners, their heirs, executors, administrators, and assigns. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant, either to restrain said violator to recover damage for violation.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premise above described.

Whatever action is required herein by Developer, it may be taken by its duty appointed assignee.