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Exhibit "A" attached.
(Plat Slide A435)

DECLARATION
of
RESTRICTIVE COVENANTS
For
GLENHURST Subdivision

This Declaration of Restrictive Covenants is made this 8th day of Oct., 2001 by GLENHURST DEVELOPMENT, LLC, a Kentucky Limited Liability Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate to be known as GLENHURST Subdivision, located in Kenton County, Kentucky; and

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

NOW, THEREFORE, Declarant intending to establish a general plan for the use, occupancy and the enjoyment of GLENHURST Subdivision in Kenton County, Kentucky, hereby declares that for the mutual benefit of its present and future owner, all lots therein, including those platted in Section One and any future sections of this subdivision, shall be subject to the following restrictions:

RESTRICTIONS

1. Use. Each lot shall be used only for residential purposes and common recreational purposes ancillary thereto. The Declarant, or any other builders in the subdivision, shall have the right to use residences as model homes or sales offices.

2. Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance. The lots sharing a Common Driveway shall be subject to and benefited by a perpetual nonexclusive easement for ingress and egress over the Common Driveway and for providing utility services to the individual lots. The Owners of such lots shall use the Common Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Driveway in any manner whatsoever without the concurrence of all Owners entitled to use of the Common Driveway.

The Owners using the Common Driveway shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or otherwise, shall be repaired at the expense of such Owner. The driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of a lot, the Grantor of such lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the Grantee of said conveyance. The Grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the lot.

3. Antennas and Satellite Dishes. All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the lot. Satellite dishes shall be permitted on any lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed twenty-four (24) inches; (b) it shall not be visible from the street.

4. Signage. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than two (2) square feet; (b) one sign of not more than nine (9) square feet advertising the property for sale; (c) any signs used by Declarant, or any other builder in the subdivision, to advertise the property during the construction or sale period.

5. Other Structures. No permanent or temporary mobile home trailer tent, barn, coop, cage or detached garage shall be erected or permitted to remain upon any lot in the Subdivision. However, one outside storage structure no to exceed eight (8) feet wide by eight (8) feet deep with a maximum height of eight (8) feet at the highest point may be erected on each lot. The outside of the storage structure must be surfaced with an exterior grade material finished with paint or low maintenance siding material so as to blend with the color and finish of the exterior of the home. The storage structure is to be placed in the rear of the yard directly behind the home. The storage structure is not permitted to be installed directly beside the home.

6. Fences. No fences shall be erected or built on any part of any lot between the rear of the building constructed thereon and the street in front of the building. Fences erected on said lot from the rear of the building and the back property line shall not be in excess of four (4) feet in; height and shall be rustic rail, split rail, ornamental iron, decorative wood, decorative metal or hedge, provided, however, that all fences constructed of aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link wire or similar fences shall be prohibited. On a corner lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the residence on said lot.

7. Maintenance. Each and every lot and residence thereon shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the subdivision. All landscaping on the lots shall be maintained in good condition. All lots shall be kept free of debris and clutter and shall be kept mowed.

8. Automobiles, Recreational Vehicles, Boats, Travel Trailers. All automobiles, recreational vehicles, boats and travel trailers must be parked on the driveway or other paved surface. No recreational vehicle, boat, or travel trailer shall be parked or stored on any lot for a period in excess of five (5) consecutive days or more than a total of thirty (30) days during any given year, unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three quarter (3/4) ton rating are prohibited, except moving vans and construction trucks for such purposes only, unless such trucks are kept in an enclosure or garage and completely out of view.

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

9. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, accepted or permitted to remain upon any lot, except that each residence shall be permitted dogs, cats or other ordinary

domesticated household pets not totaling more than three (3) in number, provided that they are not kept, bred or maintained for any commercial purposes.

10. Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the residents of adjacent neighboring lots.

11. Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection.

12. Obstruction of Easements or Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each lot and all improvements in the easement area shall be maintained by the owner of the lot, except for those improvements for which a public authority, homeowner's association or utility company is responsible.

Except as otherwise set forth on the record plat or plats for the real estate, all lots are subject to private drainage easements in favor of Declarant and the Builders. Such private drainage easements shall be ten feet (10') in width (five feet (5') on each lot) and shall exist along all side yard common lot lines, with the common lot line being the center line of said easement. Additionally, except as otherwise set forth on the record plat or plats for the real estate, all lot are subject to a ten-foot (10') in width private drainage easement adjacent to the rear lot line of the lot.

The Declarant and the Builders shall have the right to enter upon private drainage easement for the purpose of establishing or re-establishing drainage swales in order to control and direct storm water to collection facilities.

13. Right-of-Way. No underground watering system outlets shall be located in the public right-of-way. All supports for mailboxes in the public right-of-way shall be of the "Breakaway" type.

14. Exclusion. The provisions of paragraphs 4, 5, 6, 7, 8, 10, and 11 of these Restrictive Covenants shall not apply to any lots owned by the Declarant, or any other builder in the subdivision, and held for sale.

15. Term. These Restrictive Covenants shall run with the land and remain applicable to the subject real estate for a period of thirty (30) years from the date of this Declaration, after which period these Restrictive Covenants shall automatically renew for successive periods of ten (10) years each unless amended or terminated as provided herein.

16. Amendment. These restrictions can be amended if sixty-six percent (66%) of the lot owners vote to so amend. As long as Glenhurst Development, LLC still owns any lot in the subdivision, it reserves the right to reasonably amend any of these restrictions without the other owners approval, to conform to requirements of any government agency or to complete the development and sell the lots or homes. Such amendments are authorized and do not require approval of the other prior or subsequent owners and they automatically consent

rei ver 4.5	11/20/01	REAL ESTATE INQUIRY	02:15:57-pm
Subdivision	Section	Lot	PIDN
GLENHURST	1	1	007-00-01-001.00
GLENHURST	1	10	007-00-01-010.00
GLENHURST	1	11	007-00-01-011.00
GLENHURST	1	12	007-00-01-012.00
GLENHURST	1	13	007-00-01-013.00
GLENHURST	1	14	007-00-01-014.00
GLENHURST	1	2	007-00-01-002.00
GLENHURST	1	3	007-00-01-003.00
GLENHURST	1	4	007-00-01-004.00
GLENHURST	1	47	007-00-01-047.00
GLENHURST	1	48	007-00-01-048.00
GLENHURST	1	49	007-00-01-049.00
GLENHURST	1	5	007-00-01-005.00
GLENHURST	1	50	007-00-01-050.00
GLENHURST	1	51	007-00-01-051.00
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rei ver 4.5	11/20/01	REAL ESTATE INQUIRY	02:15:57-pm
Subdivision	Section	Lot	PIDN
GLENHURST	1	52	007-00-01-052.00
GLENHURST	1	6	007-00-01-006.00
GLENHURST	1	7	007-00-01-007.00
GLENHURST	1	8	007-00-01-008.00
GLENHURST	1	9	007-00-01-009.00
GLENN GEORGE M		1	003-30-14-010.00
GLENN GEORGE M		1-2-3	025-10-00-006.00
GLENN GEORGE M		12	003-30-14-063.00
GLENN GEORGE M		14-15 PTS 13-16	025-10-00-002.00
GLENN GEORGE M		17 THR 20 PT 16	025-10-00-001.00
GLENN GEORGE M		2 REAR 1-2	003-30-14-009.00
GLENN GEORGE M		21 TO 26 INC	024-20-03-005.00
GLENN GEORGE M		27-28	024-20-03-004.00
GLENN GEORGE M		3 PARCEL REAR	003-30-14-008.00
GLENN GEORGE M		30-40 PT 29	024-20-03-002.00
ESCAPE F1 help ← doc detail		Pg up Pg dn Scrl ↑↓	
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