

RESTRICTIVE COVENANTS
WILLIAMS WOODS SUBDIVISION

Group IND
PIDN 019-00-00-063.00

Vol I-807 Pg 075

Arlinghaus Builders Inc., a Kentucky Corporation, is developing a subdivision to be known as WILLIAMS WOODS Subdivision in Independence, Kenton County, Kentucky, on real estate described as 82.5 acres more or less as described in Deed Book 426, page 349 of the Kenton County Clerk's records in Independence, Kentucky. Arlinghaus intends to establish a general plan for the use, occupancy and the enjoyment of this Subdivision, and hereby declares that for the mutual benefit of its present and future owners, all lots therein, including sections platted and to be platted in the future, shall be subject to the following restrictions:

1. The lots shall be used for residential purposes, however Arlinghaus reserves the right to construct a model home for promotional and display purposes and to construct and maintain sales and promotional signs on any lots within the subdivision. This right may be exercised by Arlinghaus or its assigns. Any areas shown as green space on the Plats can be used for any appropriate uses not incompatible with the residential zone. If any parcel is transferred to adjacent property owners and clearly intended to not be a part of this subdivision, and they use that adjacent property for agricultural purposes, then those parcels to be transferred can be used for whatever purposes the zoning laws allow.
2. All plans for building, excavation and grading shall be approved by Arlinghaus before starting, until Arlinghaus has sold all of the lots in the subdivision.
3. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved as shown on the recorded plats. Within these easements, no structures, planting or other materials shall be placed which may damage or interfere with the installation of utilities or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. No trailer, barn, detached structure, or other outbuilding, or any temporary structure, shall be built, used or maintained on any lot except for the following: A storage building may be built in the area to the immediate rear of the house, within 20 feet of the house, as long as the building is not larger than 150 square feet and not more than one story in height. No other outbuildings are permitted. Decks and gazebos are not considered outbuildings and are permitted.
5. No fence shall be built on any part of a lot between the rear of the home constructed thereon and the street in the front of the building. Fences built on the lot shall not be in excess of four (4) feet in height and shall be of rustic rail, wood, dark colored chain link,

hedge or other similar material. However, a privacy fence up to 7 feet in height may be built in the immediate rear of the house and extend back a maximum of 15 feet. On a corner lot, the section or sections of fence, hedge, etc. running with the side street shall not extend closer to said side street at any point than the residence on that lot. Also the owners of lots which adjoin other property which is not part of this subdivision as shown on the preliminary plat, can apply in writing to Arlinghaus Builders to construct buffer fences on the part of their lot which adjoins that other property, of different height and material than otherwise required under these Restrictions and limited only by City and/or County restrictions on fencing. Arlinghaus can review that proposed buffer fencing and then can either approve or disapprove it. If disapproved, then the buffer fence shall not be built. Disapprovals can be appealed to Court and shall be overturned only if the Court deems the disapproval to be arbitrary and unreasonable.

6. No trucks larger than 1 ton, boats, trailers or campers may be parked on any part of a lot, except in a completely closed garage or in the immediate rear of the house, within 20 feet of the house. Storage of mobile homes, motor homes, buses, delivery vans or heavy equipment is not permitted on the lot. No inoperable vehicles shall be kept outside on any lot for a period longer than one week.

7. All antennas or receivers must be attached to the principal building on a lot. Free standing antennas and receivers, and exterior satellite receivers with a diameter larger than 20 inches are prohibited. The maximum allowable heights above the roof line shall be ten (10) feet above the roof line.

8. The provisions contained in paragraphs 4 through 6 above do not apply to the Developer and the Builder of the original home on each lot. Construction trailers and temporary storage of materials used by the Builders of the new homes within the subdivision are permitted.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however household pets are permitted as long as they are not kept, bred or maintained for any commercial purposes.

10. These restrictions can be amended if 2/3 of the lot owners vote to so amend. As long as Developer 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 to such amendments. Any amendment adopted by the Developer shall be recorded and shall take effect on the date recorded.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2018, unless extended by a 2/3 vote of the lot owners.

12. Enforcement shall be by proceedings of law or in equity by the developer or by any lot owner against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages.

13. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. If any City, County, State or Federal law is more restrictive than these covenants, then those other laws shall take precedence.

14. Arlinghaus shall have the right to construct and maintain entry walls, monuments, fences and/or signs and appurtenant landscaping at the entrance to the Subdivision and other locations as it may determine, and there are hereby established landscaping easements for Arlinghaus for those purposes. The owners of the lots upon which these landscaping easements are established shall be responsible for the maintenance, upkeep and repair of the entry walls, monuments, fences, subdivision name sign and appurtenant landscaping erected within said easements after Arlinghaus has sold the last lot in this subdivision, or after December 31, 2013, whichever occurs first. At that time, the easements shall automatically cease to exist, and the owner of the lot upon which the sign, wall, monument, etc. are located, shall be the full owner.

15. All dwellings shall be constructed in accordance with applicable building codes and the plats to be recorded for the subdivision.

IN WITNESS WHEREOF, Arlinghaus Builders Inc., a Kentucky corporation, by and through its Vice-President ad pursuant to a resolution of its Board of Directors, has hereunto set its hand this 24 day of December, 2002.

Arlinghaus Builders Inc.

By: Robert Schroder
Vice-President

Commonwealth of Kentucky
County of Kenton

The foregoing instrument was acknowledged before me by Robert Schroder, Vice-President of Arlinghaus Builders Inc., for and on behalf of the Corporation, on this 24 day of December, 2002.

Lisa Updegraff
Notary Public Ky. State at Large
My Commission Expires: 7-1-04

This instrument prepared by:

Robert Schroder
Robert Schroder Attorney
1105 O'Banion Lane
Owenton, Ky 40359

Recorded INDEPENDENCE
Doc type: RESTRICTIVE COVENANT
Book/page: I-807/ 75 3 pp
Doc#: 02 12 31 059 00332
Dt/tm Recorded: 12/31/2002 02:56:16pm
Total fees: 9.00 Tax: 0.00
Clerk name: SHERRY L. DETERS

Sherry L. Deters

**AMENDMENT TO THE RESTRICTIVE COVENANTS
FOR WILLIAMS WOODS SUBDIVISION**

I-3675 Pg 191

The Restrictive Covenants for the Williams Woods Subdivision in Independence, Kenton County, Kentucky were adopted on December 24, 2002 by the developer, Arlinghaus Builders Inc, and were recorded in the Kenton County Clerk's Office in Independence, Kentucky, in O R Vol I-807, page 075. Pursuant to Paragraph 10 of those covenants, the developer has the power to amend the restrictions as long as it still owns lots in the development. Arlinghaus I LLC is the successor in interest by way or merger with Arlinghaus Builders Inc, and still owns lots and undeveloped land in this community, and is still the developer, and desires to amend the Restrictive Covenants in order to complete the development and sell lots and homes. Arlinghaus Builders LLC owns several lots as described below and signs to show that it consents to these Amendments.

FIRST AMENDMENT:

Specifically the developer amends the first paragraph of the Restrictions relating to the area to be covered by these Restrictions and Amendments, as follows:

The area to be included in the Restrictions for WILLIAMS WOODS Subdivision as Amended include all undeveloped land and developed lots still owned by Arlinghaus I LLC and Arlinghaus Builders LLC in Williams Woods Subdivision, identified as follows:

Group IND

PIDN 019-00-02-163.00
PIDN 019-00-02-165.00
PIDN 019-00-02-168.00
PIDN 019-00-02-170.00
PIDN 019-00-02-181.00
PIDN 019-00-02-183.00
PIDN 019-00-02-186.00
PIDN 019-00-02-188.00
PIDN 019-00-00-063.00

PIDN 019-00-02-164.00
PIDN 019-00-02-167.00
PIDN 019-00-02-169.00
PIDN 019-00-02-180.00
PIDN 019-00-02-182.00
PIDN 019-00-02-184.00
PIDN 019-00-02-187.00
PIDN 019-00-02-192.00
PIDN 019-00-00-056.00

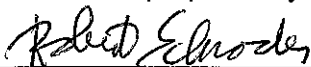
Lots # 163, 164, 165, 167, 168, 169, 170, 180, of Section Twelve as shown on Plat A-1076,

and Lots # 181, 182, 183, 184, 186, 187, 188, 192, Section Thirteen as shown on Plat A-1077;

and remaining unplatted and undeveloped land adjacent to the above 2 sections of this Subdivision identified as PIDN 019-00-00-063.00 as originally recorded in Deed Book 426, page 329;

also an adjacent unplatted and undeveloped 50 +/- acre parcel of land which is to be a part of Williams Woods Subdivision, identified as PIDN 019-00-00-056.00, as originally recorded in O R Vol I-3491, page 23 .

This instrument prepared by:


Robert Schroder Attorney
142 Barnwood, Edgewood, Ky 41017

Recorded GABRIELLE SUMME
INDEPENDENCE KENTON COUNTY CLERK
Doc type: AMENDMENT
Book / Page : I - 3675 / 191 2pgs
Doc#: 15 11 13 059 00179
Dt/tm Recorded: 11/13/2015 01:44:58pm
Total fees: 81.00 Tax: 0.00
Clerk name: STEPHANIE MANNING

SECOND AMENDMENT:

Also specifically the developer amends Paragraph 5 as it relates to fences, as follows:

5. No fence shall be built on any part of a lot between the rear of the home constructed thereon and the street in the front of the building. Fences built on the lot shall not be in excess of four (4) feet in height and shall be of rustic rail, wood, split rail, ornamental iron, decorative metal, hedge or other similar material. However, all fences must be at least 50% open. Non-reflective metal or vinyl fence may be installed as an integral part of the above permitted fence types in order to provide secure enclosure. Barbed wire, chain link, and similar fences are not permitted. On a corner lot, the section or sections of fence running parallel the side street shall not extend closer to said side street at any point equal to the side of the residence, or 32.5 feet from the curb, whichever of the above is closer to the side street. Also the owners of lots which adjoin other property which is not part of this subdivision as shown on the preliminary plat, can apply in writing to the developer to construct buffer fences on the part of their lot which adjoins that other property, of different height and material than otherwise required under these Restrictions and limited only by City and/or County restrictions on fencing. Developer can review that proposed buffer fencing and then can either approve or disapprove it. If disapproved, then the buffer fence shall not be built. Disapprovals can be appealed to Court and shall be overturned only if the Court deems the disapproval to be arbitrary and unreasonable.

THIRD AMENDMENT:

Also, specifically the developer amends Paragraph 11 as it relates to the ending date of these Restrictions, as follows:

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2030, unless extended by 2/3 vote of the lot owners of this community.

The other terms of the Declaration remain as originally written and adopted.

IN WITNESS WHEREOF, the developer Arlinghaus I LLC by its authorized Officer and pursuant to resolution, and the property owner of several of the subject lots - Arlinghaus Builders LLC by its authorized Officer and pursuant to resolution, sign below to indicate their approval of this amendment.

ARLINGHAUS I LLC

By: Robert Schroder
Vice-President

ARLINGHAUS BUILDERS LLC

By: Robert Schroder
Vice-President

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

The above Amendment to Restrictive Covenants was signed, sworn to and acknowledged personally before me this 5 day of November, 2015, by Robert Schroder, Vice President of Arlinghaus I LLC, and by Robert Schroder, Vice President of Arlinghaus Builders LLC, for and on behalf of the companies.

Melanie Boone
Notary Public Ky State at Large #468810
My Commission Expires: 7/1/16

7/2
**AMENDMENT TO THE RESTRICTIVE COVENANTS
FOR WILLIAMS WOODS SUBDIVISION**

The Restrictive Covenants for the Williams Woods Subdivision in Independence, Kenton County, Kentucky were adopted on December 24, 2002 by the developer, Arlinghaus Builders Inc, and were recorded in the Kenton County Clerk's Office in Independence, Kentucky, in O R Vol I-807, page 075; and were amended by the developer by document dated November 5, 2015, recorded in O R Vol I-3675, page 191 of the Kenton County Clerk's office. Pursuant to Paragraph 10 of the original covenants, the developer has the power to amend the restrictions as long as it still owns lots in the development. Arlinghaus I LLC is the successor in interest by way or merger with Arlinghaus Builders Inc, and still owns lots and undeveloped land in this community, and is still the developer, and desires to amend the Restrictive Covenants in order to complete the development and sell lots and homes.

FOURTH AMENDMENT:

Specifically the developer amends the first paragraph of the Original Restrictions relating to the area to be covered by these Restrictions and Amendments, as follows:

The area to be included in the Restrictions for WILLIAMS WOODS Subdivision as Amended include an additional tract of land described as follows:

Group IND
PIDN 019-00-00-061.02

An adjacent unplatted and undeveloped 19.649 acre parcel of land which is to be a part of Williams Woods Subdivision, as further described on the following page.

FIFTH AMENDMENT:

Also, specifically the developer amends Paragraph 11 as it relates to the ending date of these Restrictions, as follows:

11. These covenants are to run with this land and shall be binding on all parties and all persons claiming under them until December 31, 2035, unless extended by 2/3 vote of the lot owners of this community or by the developer as long as the developer still owns lots in this developemnt.

The other terms of the Declaration remain as originally written and adopted.

IN WITNESS WHEREOF, the developer Arlinghaus I LLC by its authorized Officer and pursuant to resolution, signs below to indicate their approval of this amendment.

ARLINGHAUS I LLC

By: Robert Schroder
Vice-President

Recorded KENTON COUNTY CLERK
Doc Type AMENDMENT
Book / Page OR I 4231 / 129 - 130 (2pgs)
Document# 19 03 01 059 00132
Recorded on 03/01/19 01:59:55pm
Total Fees 13.00
Clerk Name SHEILA R GREEN

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

The above Amendment to Restrictive Covenants was signed, sworn to and acknowledged personally before me this 21 day of February, 2019, by Robert Schroder, Vice President of Arlinghaus I LLC, for and on behalf of the company.

Sheila R. Green #445855
Notary Public Ky State at Large
My Commission Expires: 6-28-2019

This instrument prepared by:

Robert Schroder
Robert Schroder Attorney
142 Barnwood, Edgewood, Ky 41017

LEGAL DESCRIPTION

19.649 Acres

Kenton County, Kentucky

Being located in Kenton County and being part of Toby Carpenter, D.B. 453, pg. 242 lying east of Williamswoods, Section Nine and Fifteen; south of Williamswoods, Section Eight south of Cain, D.B. 268, pg. 169; west of Grand Communities LTD, O.R. I-4083, pg. 0065 and being more particularly described as follows:

Beginning at a found #5 rebar on the rear line of Lot 168, Williamswoods, Section Nine, plat A-761; thence with the south line of Williamswoods, Section Eight, Plat A-585 N $78^{\circ}02'43''$ E 808.50 feet to a found #5 rebar at a corner to Cain D.B. 268, pg. 169; thence with a south line of Cain N $82^{\circ}41'28''$ E, 166.73 feet to a found #5 rebar and cap stamped 2030, a corner to Grand Communities LTD, O.R. I-4083, pg. 0065; thence with Grand Communities LTD S $15^{\circ}07'43''$ E 850.19 feet to a set #5 rebar and cap; thence with a new division of Carpenter, D.B. 453, pg. 242 S $83^{\circ}31'33''$ W, 1168.62 feet to a set #5 rebar and cap on the east line of Meese, D.B. 133, pg. 350; thence with said line N $03^{\circ}09'23''$ E, 193.69 feet to a found #5 rebar on the north corner of Meese on the rear line of Lot 177, Williamswoods, Section Fifteen, Plat A-117; thence with the east line of Williamswoods Section Fifteen and Section Nine for three calls N $03^{\circ}56'23''$ E, 78.37 feet to a #5 rebar; thence N $05^{\circ}00'46''$ W, 163.40 feet to a found #5 rebar; thence N $03^{\circ}16'18''$ W, 330.00 feet to the point of beginning and containing 19.649 acres.

Recd BK IN 2/11/253

RESTRICTIVE COVENANTS
WILLIAMS WOODS SUBDIVISION

Group IND
PIDN 019-00-00-063.00

043
Vol I-807 Pg 075

Arlinghaus Builders Inc., a Kentucky Corporation, is developing a subdivision to be known as WILLIAMS WOODS Subdivision in Independence, Kenton County, Kentucky, on real estate described as 82.5 acres more or less as described in Deed Book 426, page 349 of the Kenton County Clerk's records in Independence, Kentucky. Arlinghaus intends to establish a general plan for the use, occupancy and the enjoyment of this Subdivision, and hereby declares that for the mutual benefit of its present and future owners, all lots therein, including sections platted and to be platted in the future, shall be subject to the following restrictions:

1. The lots shall be used for residential purposes, however Arlinghaus reserves the right to construct a model home for promotional and display purposes and to construct and maintain sales and promotional signs on any lots within the subdivision. This right may be exercised by Arlinghaus or its assigns. Any areas shown as green space on the Plats can be used for any appropriate uses not incompatible with the residential zone. If any parcel is transferred to adjacent property owners and clearly intended to not be a part of this subdivision, and they use that adjacent property for agricultural purposes, then those parcels to be transferred can be used for whatever purposes the zoning laws allow.
2. All plans for building, excavation and grading shall be approved by Arlinghaus before starting, until Arlinghaus has sold all of the lots in the subdivision.
3. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved as shown on the recorded plats. Within these easements, no structures, planting or other materials shall be placed which may damage or interfere with the installation of utilities or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. No trailer, barn, detached structure, or other outbuilding, or any temporary structure, shall be built, used or maintained on any lot except for the following: A storage building may be built in the area to the immediate rear of the house, within 20 feet of the house, as long as the building is not larger than 150 square feet and not more than one story in height. No other outbuildings are permitted. Decks and gazebos are not considered outbuildings and are permitted.
5. No fence shall be built on any part of a lot between the rear of the home constructed thereon and the street in the front of the building. Fences built on the lot shall not be in excess of four (4) feet in height and shall be of rustic rail, wood, dark colored chain link,

hedge or other similar material. However, a privacy fence up to 7 feet in height may be built in the immediate rear of the house and extend back a maximum of 15 feet. On a corner lot, the section or sections of fence, hedge, etc. running with the side street shall not extend closer to said side street at any point than the residence on that lot. Also the owners of lots which adjoin other property which is not part of this subdivision as shown on the preliminary plat, can apply in writing to Arlinghaus Builders to construct buffer fences on the part of their lot which adjoins that other property, of different height and material than otherwise required under these Restrictions and limited only by City and/or County restrictions on fencing. Arlinghaus can review that proposed buffer fencing and then can either approve or disapprove it. If disapproved, then the buffer fence shall not be built. Disapprovals can be appealed to Court and shall be overturned only if the Court deems the disapproval to be arbitrary and unreasonable.

6. No trucks larger than 1 ton, boats, trailers or campers may be parked on any part of a lot, except in a completely closed garage or in the immediate rear of the house, within 20 feet of the house. Storage of mobile homes, motor homes, buses, delivery vans or heavy equipment is not permitted on the lot. No inoperable vehicles shall be kept outside on any lot for a period longer than one week.

7. All antennas or receivers must be attached to the principal building on a lot. Free standing antennas and receivers, and exterior satellite receivers with a diameter larger than 20 inches are prohibited. The maximum allowable heights above the roof line shall be ten (10) feet above the roof line.

8. The provisions contained in paragraphs 4 through 6 above do not apply to the Developer and the Builder of the original home on each lot. Construction trailers and temporary storage of materials used by the Builders of the new homes within the subdivision are permitted.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however household pets are permitted as long as they are not kept, bred or maintained for any commercial purposes.

10. These restrictions can be amended if 2/3 of the lot owners vote to so amend. As long as Developer 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 to such amendments. Any amendment adopted by the Developer shall be recorded and shall take effect on the date recorded.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2018, unless extended by a 2/3 vote of the lot owners.

12. Enforcement shall be by proceedings of law or in equity by the developer or by any lot owner against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages.

13. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. If any City, County, State or Federal law is more restrictive than these covenants, then those other laws shall take precedence.

14. Arlinghaus shall have the right to construct and maintain entry walls, monuments, fences and/or signs and appurtenant landscaping at the entrance to the Subdivision and other locations as it may determine, and there are hereby established landscaping easements for Arlinghaus for those purposes. The owners of the lots upon which these landscaping easements are established shall be responsible for the maintenance, upkeep and repair of the entry walls, monuments, fences, subdivision name sign and appurtenant landscaping erected within said easements after Arlinghaus has sold the last lot in this subdivision, or after December 31, 2013, whichever occurs first. At that time, the easements shall automatically cease to exist, and the owner of the lot upon which the sign, wall, monument, etc. are located, shall be the full owner.

15. All dwellings shall be constructed in accordance with applicable building codes and the plats to be recorded for the subdivision.

IN WITNESS WHEREOF, Arlinghaus Builders Inc., a Kentucky corporation, by and through its Vice-President ad pursuant to a resolution of its Board of Directors, has hereunto set its hand this 24 day of December, 2002.

Arlinghaus Builders Inc.

By: Robert Schroder
Vice-President

Commonwealth of Kentucky
County of Kenton

The foregoing instrument was acknowledged before me by Robert Schroder, Vice-President of Arlinghaus Builders Inc., for and on behalf of the Corporation, on this 24 day of December, 2002.

Lisa Updegraff
Notary Public Ky. State at Large
My Commission Expires: 7-1-04

This instrument prepared by:

Robert Schroder
Robert Schroder Attorney
1105 O'Banion Lane
Owenton, Ky 40359

Recorded INDEPENDENCE
Doc type: RESTRICTIVE COVENANT
Book/page: I-807/ 75 3 pg
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Dt/tm Recorded: 12/31/2002 02:56:16pm
Total fees: 9.00 Tax: 0.00
Clerk name: SHERRY L. DETERS

Sherry L. Deters