

**DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR SERENITY PLACE PLANNED UNIT DEVELOPMENT  
LOTS 1 THROUGH 33**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS made and entered into this the 23<sup>rd</sup> day of June, 2004, by MCEP, LLC, a Kentucky Limited Liability Company, and Paul C. McCauley and Evelyn P. McCauley, husband and wife.

WITNESSETH:

THAT WHEREAS, MCEP, LLC, a Kentucky Limited Liability Company, and Paul C. McCauley and Evelyn P. McCauley, husband and wife, hereinafter referred to as the "Developer," whose mailing address is 1921 U.S. Hwy. 62 E, Cynthiana, Kentucky 41031, are the owners and developers of the lots described on plats of record in Plat Cabinet 4, Sheet 558A (Unit 1-A), Plat Cabinet 4, Sheet 600A (Unit 1-A Revised), Plat Cabinet 4, Sheet 559A (Unit 1-B), Plat Cabinet 4, Sheet 560A (Unit 1-C), and Plat Cabinet 4, Sheet 569A (Unit 1-D) of the Harrison County Court Clerk's Office, with said plats depicting a planned unit development known as Serenity Place, with the deed to MCEP, LLC being dated April 8, 2004, and being of record in Deed Book 274, Page 354, and with Paul C. McCauley and Evelyn P. McCauley executing this Declaration due to ownership interest they have in Lot 31, Lot 32 & Lot 33 of Unit 1-A, pursuant to deed of record in Deed Book 221, Page 54, of the Harrison County Court Clerk's Office, and

for purposes of these covenants and conditions, the persons and entities shall be collectively known as "Developer," and

WHEREAS, it is in the best interests of and beneficial to the Developer and future owners of the lots depicted on said plat to subject said lots to and to impose upon present and future owners of same, their heirs, representatives, successors and assigns, certain restrictions, easements, conditions, limitations of use, reservations, obligations and covenants, with same being imposed to insure the uniform attractive development of same and the improvements placed upon said lots, with same to further insure that the development and use of said lots will not diminish or be detrimental to the value of the lots, and

LODGED FOR RECORD  
HARRISON COUNTY CLERK

JUL 0 6 2004  
TIME 3:20 PM  
LINDA B. FURNISH  
CLERK HARRISON CO

WHEREAS, the Developer further desires to reserve for itself, its successors and assigns, the sole discretion to review and approve certain aspects of the plans and specifications for the improvements to be placed upon said lots or the alteration to such improvements and in order to accomplish said end, and

WHEREAS, the goal and purpose of Serenity Place Planned Unit Development is to be a special and unique development from all other residential communities within Harrison County, with the undersigned's goal for Serenity Place Planned Unit Development being to plan for a uniform attractive development for all residents, to enhance visibility and security by installation of street lighting, to provide for underground utilities, landscaping and shade trees at the entrance of Tranquil Lane and Serenity Court, to provide exclusive use of the park area, walking trails, fishing lake, picnic shelter and dog park for Serenity Place residents and to plan for a spacious alternate peaceful country setting,

NOW THEREFORE, Developer hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the development, use and occupancy of the lots described in Plat Cabinet 4, Sheet 558A, Plat Cabinet 4, Sheet 600A, Plat Cabinet 4, Sheet 559A, Plat Cabinet 4, Sheet 560A, and Plat Cabinet 4, Sheet 569A, of the Harrison County Court Clerk's Office, with same being a depiction of a planned unit development known as Serenity Place.

## **SECTION I - PLAN APPROVAL GUIDELINES**

### **A. Approval of Plans**

No construction of any kind, including the erection of the initial residence to be located on any lot, any addition thereto or any associated construction activities, including excavation, landscaping, tree removal or work of any other sort, shall not begin until plans and specifications for same shall have been approved in writing by the Developer, its successors, assigns or any other person, committee or association to whom the right to approve same may be subsequently assigned. The procedure for said approval shall be as determined by the said Developer, person, committee or association having the right to approve same.

### **B. Basis of Approval**

As a general guideline, but not as an absolute limitation, approval shall be based upon the conformity and harmony of the proposed use and plan, with the site natural features thereon and other structures in Serenity Place Planned Unit Development. It shall be a consideration in the approval of same of same's effect on neighboring property and said proposal's conformity with the general intention of these covenants and restrictions. Exterior color and materials are a central and vital factor in the consideration and approval of said proposed plans. A decision on the approval of said plans shall be reached within thirty (30) days of submission of same unless the Developer, or other person or entity, notifies the applicant by personal delivery or certified mail that the Developer, or other person or entity, needs an additional period of not more than fifteen (15) days from the date of said certified mail or personal delivery and should the Developer, or its assignee or other person or entity charged

with the approval of said plans, not reach a decision within said fifteen (15) day period, it shall be presumed that same have been approved. In no event shall the Developer, or other person or entity, have any liability to any applicant by reason of the decision rendered in regard to the approval of said plans, with it being specifically provided that no action shall lie against the Developer, its assigns or other person or entity charged with the review of said plans, for the decision reached relating to same.

## **SECTION II - MAINTENANCE**

### **Roadways**

Until the streets and roadways serving Serenity Place Planned Unit Development are dedicated to and accepted by the Harrison County Fiscal Court as public roadways, the owner of each lot in Serenity Place Planned Unit Development shall maintain that portion of the road to its centerline which fronts said property owner's lot. The Developer shall be responsible for no maintenance related to said roadway, except for the Developer's maintenance of roadway fronting lots owned by the Developer. Upon the dedication and acceptance of said roadways and streets to the Harrison County Public Road System, the duties to so maintain said roadways shall cease.

## **SECTION III - APPLICATION OF RESTRICTIONS/ GENERAL RESTRICTIONS**

### **Building and Site Regulations**

A. The restrictions, covenants and conditions in this Section below shall apply to all lots of Serenity Place Planned Unit Development, except for Lot 11 and Lots 26 through 33 as specifically set out herein. Unless specifically modified herein, said lots shall also be subject to these building and site use restrictions and conditions.

B. No lot in Serenity Place shall be used for any commercial purpose, nor shall any residence other than a detached single family dwelling be constructed thereon. No residence constructed shall exceed two and ½ stories and shall in any event have an attached garage with space for at least two cars. No outbuildings shall be erected, altered or placed upon any lot unless approved by the Developer, or other person or entity charged with the review of building plans set out in Section I above.

### **Exterior**

Exterior color and materials are a central and vital factor in the consideration of said approval. Exterior surfaces of the residence to be constructed on any lot of Serenity Place Planned Unit Development shall be predominantly of brick or stone, with same to extend to grade. Standard colors for good quality vinyl trim should compliment the exterior surface of the residence.

### **Dwelling Size, Roof Pitch & Setbacks**

The primary residence to be constructed on any of the lots shall have the following ground floor area:

- a) One story structures - 1600 square feet.
- b) Two story structures - 1<sup>st</sup> floor/1500 square feet  
2<sup>nd</sup> floor/750 square feet
- c) One and ½ story structures - 2250 square feet

These square footage totals do not include basements, garages, porches or terraces even though same may be under roof. As set out above, each dwelling shall have an attached garage for space for at least two and no more than four cars, with the entrance to same to be either on the side or rear. Roof pitch shall be a minimum of 7/12 on residences and 5/12 on permitted detached outbuildings. The front setback shall be a minimum of 50 feet, with the side setback to have a minimum of 25 feet.

### **Construction Period**

Once construction of any sort has commenced upon any lot, same shall be completed within one (1) year of said commencement. Any lot owner who purchases a lot and does not commence construction shall, however, be subject to the same maintenance requirements as provided for occupied residences below. Once construction plans for improvements to be located on the lots or on any lot have been approved, construction shall commence within one (1) year of said approval unless said time period is extended in writing by the Developer. During construction, no building materials shall be allowed to remain on the premises for a period in excess of sixty (60) days from their delivery thereon and all construction debris and trash shall be removed on at least a twice weekly basis. During construction a portable toilet and dumpster shall be placed upon the property for use by the contractors. Construction on any lot shall not encroach upon any other lot under different ownership. For such period of time as any lots remain unsold by Developer in Serenity Place, said Developer shall have the right to utilize any excess soil rock and other fill resulting from construction on any lot. Said lot owner shall notify Developer of said materials availability and in the event Developer does not need same or elects not to utilize same, the lot owner shall cause same to be removed from the lot.

### **Driveways**

All driveways constructed on any lot shall be of stone, concrete or asphalt. The Developer shall have the sole and absolute discretion in regard to the installation of culverts under said driveway, with the plans for the driveway, culverts and headwalls to be approved by the developer. The driveway and any required culverts and headwalls shall be completed within ninety (90) days of the initial occupancy of the residence. Culvert pipes shall be of 12" minimum diameter.

### **Drainage and Grading**

No stream, waterway, water impoundment, drainage ditch, dam or other elements of the terrain which control or direct the location or flow of water and drainage patterns shall be altered, modified or removed unless said alteration, modification or removal is first approved in writing by the Developer. In the event any construction or development of any lot for any reason causes runoff or silt to any adjacent lot or common area, the owner of such lot upon which the construction is taking place shall be obligated to provide a means of control to prevent said runoff onto adjacent property and to prevent erosion.

### **Septic Systems**

The owners of all lots shall be responsible for the installation of a septic system and drainfield that complies with and has been approved by the Harrison County and Kentucky State Health Department Regulations. No septic system other than the drainfield pipe shall be placed upon any lot without the approval of the Developer and in no event shall the lagoon type system be permitted.

### **Utilities**

All utilities servicing Lot 1 through Lot 25 of Serenity Place Planned Unit Development shall be of the underground type, with each lot owner to be responsible for the preservation of same. All State minimums for the depth of underground utilities shall be maintained.

### **Landscaping**

Except during the construction period, all lot owners shall cause to be planted and shall maintain grass cover on each lot from the pavement edge and with same to cover the entire lot. No grass shall be allowed to exceed six inches in height at any time. In the event any owner fails to maintain the lot in a condition to insure that it is free of grass in excess of six inches and further free of trash, weeds or debris of any sort, the Developer shall have the right to clean, mow and maintain said lot and charge the owner for the cost of said mowing, cleaning or maintenance. Landscaping shall be completed within ninety (90) days of initial occupancy or within ninety (90) days of the date that the residence is substantially complete and has an electricity hookup. It is provided, however, that should landscapers within this period be impractical due to weather, the completion date of the landscaping may be extended for ninety (90) additional days. No trees shall be removed from any lot without the written approval of the Developer and should any tree be so removed, the Developer may cause to be planted on said lot a minimum of two trees with a trunk diameter of a minimum

of 2", with the cost of same to be the responsibility of the lot owner. In that the Developer is to plant trees on the utility easement area of Serenity Place Planned Unit Development, none of such trees shall be removed or damaged by the owner of any lot on which said trees are placed.

#### **Refuse Containers**

All garbage and other trash shall be placed in containers which shall be concealed from street view. Refuse containers shall be removed from the edge of the road no later than the next day after pickup. All owners of lots in Serenity Place Planned Unit Development shall subscribe to a commercial or governmental refuse/trash pickup service.

### **SECTION IV - GENERAL RESTRICTIONS**

#### **Nuisance**

No lot owner shall permit a public or private nuisance to be placed upon or to remain upon his, her or it's lot, with the definition of public nuisance to include, but not be limited to, the accumulation of rubbish, debris, trash, inoperable motor vehicles or any odors which emit past the lot owners property line. No lot owner shall direct a light beam onto other lots, nor shall any lot owner permit unreasonable noise to be discernable on lots other than his own, with unreasonable noise to include, but not be limited to, loud music or the utilization of speakers, horns, whistles, bells or other devices, except that security devices used exclusively for security purposes and which are activated in emergency situations only are excluded from this restriction.

#### **Fuel Tanks**

Liquid propane tanks or fuel oil tanks shall be permitted on the lots known as Serenity Place Planned Unit Development and shall be located behind the front building line of the principle residence and screened from public view.

#### **Animals**

No animals, birds, [excepting birds kept inside the principal residence such as parrots, parakeets and similar birds], reptiles, swine or insects shall be raised, stored or kept on any lot, except each lot owner may maintain a maximum of two (2) dogs and two (2) cats as household pets, with it being provided that no such animals may be kept for commercial purposes, nor may commercial breeding be permitted. It is provided, however, that puppies or kittens less than three (3) months of age are excluded from this number limitation. The erection or maintenance of any dog run or kennel on any lot shall only be permitted as approved in writing by the Developer and in no event shall same be placed in a position that is visible from any adjoining property unless same is shielded from view by appropriate landscaping. All dogs must be kept on a leash when out of doors or shall be under the control of and supervised by their owner, except that dogs may remain on their owner's lot if said lot has an underground kept containment system and said dogs are trained to same. Dogs allowed to run free, barking and howling dogs shall be considered nuisances and shall

not be allowed to remain in Serenity Place and shall promptly be removed upon the complaint of any other lot owner. Bowel movements of any dog owner, or maintained by the owner of any lot of Serenity Place, shall not be allowed to remain in any public or common area and shall promptly be removed by the owner of said dog immediately upon the deposit of same on any public or common area.

**Trucks, Equipment, Boats/Other Recreational Vehicles**

No lot owner shall be permitted to allow any trucks, (excepting delivery trucks in excess of 10,000 lbs. weight limit), farm or commercial equipment, boats, recreational vehicles, four wheelers or other vehicles in an area where they can be viewed from any public way or other lot or common area of Serenity Place. Same shall be kept within the garage of the residence or approved outbuilding. In no event shall any inoperable vehicle be parked on any street in Serenity Place Planned Unit Development, nor shall any trailers or motor homes be permitted thereon. For purposes herein, any vehicle which has not been moved for a period of seven (7) days or more shall be considered an inoperable vehicle and shall be subject to removal from the subdivision.

**Trailers/Mobile Homes**

No trailer, mobile home, doublewide or manufactured housing shall be placed upon or permitted to remain upon any lot in the subdivision, including temporary or permanent placement thereon, nor shall same be used as a dwelling, either temporarily or permanently.

**Fences**

With the Developer having determined that it is to the best interest of all owners of lots in Serenity Place Planned Unit Development to maintain a uniform and open look, no fences of any kind shall be permitted on any lot, except as follows: Patio fencing of the privacy fence type, 3 or 4 board wood fence, rigid plastic fencing (not high-tensile plastic fencing) and underground dog containment systems.

The fences described above shall not be placed upon any lot unless approved in writing by the Developer, with approval of same to be within the Developer's sole discretion and in no event shall any fence be placed forward of the rear building line of the main residence located on any lot.

**Mailboxes**

Mailboxes shall be those approved by the United States Postal Service and maintained in good condition.

**Antennas**

No external antennas or satellite dish for the reception or transmission of television signals or other types signals shall be placed upon any lot without the prior approval of the Developer. In no event shall any satellite dish exceed 24" in diameter, with television antennas, if approved, to be connected to the main residence. No antenna shall be of a type

that causes interference with the reception of signals by any other property owner. No antenna shall be placed nearer to a property boundary line than said antenna is tall. No cell phone towers may be placed on any lot subject to these covenants and restrictions.

### **Signs**

Only Developer's signs, standard realtor signs and for sale by owner signs shall be placed on said owner's lot. Signs shall be professionally prepared and shall not exceed 2 feet by 3 feet.

### **Home Occupation**

Permanent outdoor trade or business is prohibited. In home businesses are acceptable and subject to Planning & Zoning regulations and Association approval.

### **Outdoor Activities**

No out of door automotive and other mechanical repairs shall be permitted on any lot affected by these covenants and restrictions.

### **Tanks and Pools**

A permanent above ground pool shall not be placed on any lot of Serenity Place Planned Unit Development. Underground pools shall only be placed upon any lot to the rear of the rear building line of the residence constructed on said lot. Any pool to be constructed, as well as the placement of all auxiliary apparatus related to same, shall have to be approved by the Developer or Homeowner's Association.

### **Firearms**

No firearm of any sort, including B.B. guns and further including the use of bows or other implements discharging projectiles shall be permitted on any common area, with this prohibition to exclude the possession of these types of weapons by maintenance and security personnel in the performance of their duties relating to Serenity Place Planned Unit Development. In no event shall firearms of any type or the use of any other implement discharging a projectile be permitted to be discharged on any lot affected by these covenants and restrictions.

### **Clotheslines**

Clotheslines of the square turning type are permitted behind the rear building line of the residence.

### **Gardens**

No commercial vegetable gardens shall be planted, except that vegetables may be grown for personal consumption of the lot owner and his/her family in a garden located to the rear of the rear building line of the residence located on the lot. This shall not be interpreted to prohibit flower and herb gardens.



### **Parking**

There is sufficient space in Serenity Place Planned Unit Development for off street parking. With the exception of temporary parking for a social event, on street parking is not permitted. No vehicle shall be parked in such a manner as to impede ingress or egress to driveways, streets or private roads serving Serenity Place Planned Unit Development.

### **Division of Lots**

No lot in Serenity Place Planned Unit Development may be subdivided to the end that additional lots are created, except that a lot may be consolidated into an adjoining lot providing that all of the lot is consolidated into an adjoining lot or lots.

### **Mining and Drilling**

No structures of any sort used for boring, drilling or auguring shall be permitted to be placed in or remain in Serenity Place Planned Unit Development, except for the installation and maintenance of geothermal heating/cooling systems.

### **Access to Common Areas**

As shown by the plat referred to above, Serenity Place Planned Unit Development has areas designated as green space, including the common areas and a lake. The owners of each lot in Serenity Place Planned Unit Development shall have access to said areas subject to the rules and regulations for the use of same as developed and promulgated by the Homeowner's Association of Serenity Place Planned Unit Development, with each lot owner's deed to contain an easement granting them access thereto. The owners of Lots 26 through 30 each own, in fee simple, a fifty (50') access to Tranquil Lane, with this fifty (50') access to be subject to the deeded easements in favor of the owners of the other lots of Serenity Place Planned Unit Development. The exact location of this access easement shall be as determined by the Developer in the Developer's sole discretion. The Developer shall further have the sole discretion to determine where the driveway shall be located for access to the lots designated as Lots 26 through 30. It is acknowledged that the placement by the Developer of the driveways to said lots may necessitate the granting of ingress-egress easements to other lots included within Lots 26 through 30 for the purposes contained herein.

### **Modification of Restrictions as they relate to Lot 11 & Lots 26 through 33 & also as to Lot 31 in particular**

Due to Lot 11, Lots 26 through 33 and Lot 31 having unique characteristics as compared to the balance of the lots in Serenity Place Planned Unit Development, the following modifications and revisions of the restrictions and covenants contained herein shall apply to said lots as set out herein and for those lots only. The restrictions relating to Lots 1 through 25 shall apply to Lot 11, Lots 26 through 33, as well as to Lot 31, unless specifically modified herein:

- A. 1) In that limited agricultural use is feasible due to the lot size and location, the owners of Lot 11 and Lots 26 through 30 may maintain the following maximum of each category of animals at any one time:

- a. two (2) miniature horses or
- b. one (1) large riding horse or
- c. two (2) head of cattle

In the event the owner of any lot purchases additional property to consolidate into said owner's lot, the number of livestock, as defined herein, may be increased in a ratio of one additional head per one additional acre. The placement of livestock shall be as determined by the Developer. Should the Developer own no property depicted as Serenity Place in Plat Cabinet 4, Sheet 558A, Plat Cabinet 4, Sheet 600A, Plat Cabinet 4, Sheet 559A, Plat Cabinet 4, Sheet 560A, and Plat Cabinet 4, Sheet 569A, then by the Homeowner's Association.

2) In the event any livestock, as defined herein, is placed upon any lot by its owner, said lot shall be fenced with either four-board wooden fence or vinyl plank fence of the rigid vinyl post & rail type, diamond mesh fence or #9 woven wire, with electric wire extending around the inside boundary of same to contain any livestock within the fenced area, with it further being provided that the fence posts shall be, at a minimum, 5" treated wood posts [excepting rigid vinyl post & rail fence] placed upon no greater than 8' centers.

3) A professionally constructed metal or wooden horse, utility barn or aluminum frame green house may be erected upon any of the lots specified in this subsection, provided that the plans for same must be approved by the Developer. Should the Developer no longer own any real property described on the plats of record in Plat Cabinet 4, Sheet 558A, Plat Cabinet 4, Sheet 600A, Plat Cabinet 4, Sheet 559A, Plat Cabinet 4, Sheet 560A, and Plat Cabinet 4, Sheet 569A, which depicts Serenity Place, then by the Homeowner's Association.

- B. 1) Overhead electrical, telephone and cable television wiring, where applicable, is permissible for said utilities servicing lots 26 through 33.

2) Developer may, for all periods of time during which it owns any lots in Serenity Place, within Developer's sole discretion, approve the use of vinyl or concrete composite siding as the primary exterior covering on the principal residence to be constructed on Lots 26 through 30 & Lot 11.

- C. 1) All structures and utility lines existing on Lot 31 at the time these Declarations & Covenants are placed of record in the Harrison County Court Clerk's Office shall be deemed to be in compliance with the provisions of these Declarations & Covenants. Their continued presence and use on said lot shall be permitted and no cause of action shall exist now or in the future in favor of the owner of any other lot depicted on the above plats to compel their removal, modification or cessation of use. In addition, Lot 31 shall not be subject to any other provisions of these Declarations & Covenants until said lot shall change ownership 2 times, at which time it shall be subject to same as they relate to the maintenance and use of said lot.

### **HOMEOWNER'S ASSOCIATION**

An Association of the owners of all lots in Serenity Place Planned Unit Development shall be formed and upon the purchase of any lot in same, the owner of said lot shall be a member of the Association. By accepting the deed to same, said purchaser agrees to accept membership in the Association and further agrees to abide by the Association by-laws, rules and regulations as same may from time to time be amended and said owner specifically agrees to pay all dues and assessments provided for by the Association in a prompt and timely manner. Failure to pay said dues shall result in the placement by the Association of a lien on the lot owner's property, with said lien being prior and superior to all other liens, except that said lien shall be subordinated to any lien of a bonafide mortgage holder on said lot. The owners of all lots, by accepting the deed, agree to be bound by the decisions, holdings and rulings of the Association's Board of Directions. Voting rights in the Homeowners Association shall be determined by the Developer, who shall have sole and absolute authority to promulgate rules and regulations relating to same. By-laws and operating regulations and procedures shall be promulgated by the Developer. For such time as the Developer owns no lots depicted on the above plats, any rights it may have hereunder shall terminate.

#### **Purpose of Association**

The object and purpose of the Association shall specifically be as set forth in the Articles creating same, with the end result being that same shall be to promote the social welfare of the planned unit development to serve the common good and general welfare of the members to provide for the provision of services which are not provided by a governmental agency, with the provision of said services to be within the sole discretion of the Association and to generally enhance the overall condition of the common areas, including the entrance to the planned unit development, as well as the operation and maintenance of same.

#### **Assessment**

Upon being conveyed a lot or lots, the owner of same shall pay in advance an initial assessment as set by the Association, with the initial assessment being \$200.00 per year. The annual assessment for the first year of ownership shall be pro-rated based upon the closing date, with assessments to be paid on an annual basis and to be due and payable on January

1<sup>st</sup> of each year of any lot owner's ownership of a lot in Serenity Place Planned Unit Development. In addition to the yearly dues provided for above, the Association shall have the right and may from time to time assess additional charges to lot owners provided that the purpose of said assessment shall be only for the betterment of the Association and its common properties, including the maintenance and improvement thereof. The payment of any assessment shall be made by the lot owner within twenty (20) days of notification by the Association of the assessment of same and the failure to pay same in a timely manner shall as in the case of the annual dues provided for above, constitute a lien on the lot owner's property. Any lien provided for in these covenants and restrictions, or in the Association's rules and regulations, may be enforced by foreclosure proceedings, with the lien for any assessments, as is the case with the annual dues, to be subordinated to the interest of any bonafide vendors' lien or mortgage lienholder.

#### **Action by Association or its Board**

Any action required to be taken by the Association or its Board as said Board is initially constituted pursuant to action of the Developer shall be done as provided in the Association's by-laws, with it specifically being provided that no meeting shall be required for same if consent in writing setting forth the action taken is signed by the members of the Association or its Board as the case may be, who may be entitled to vote with respect to the subject matter contained therein. This writing may be done either before or after the action is taken. It is further specifically provided that in the event the owner of any lot violates any provision of the rules or by-laws of the Association that an action may be instituted in the Harrison Circuit or District Court relating to said violation and should the lot owner be deemed to be in violation of same, to the end that the Association prevails in any such action, the lot owner shall be responsible for all costs incurred by the Association in the enforcement of the Association's rules, by-laws or the enforcement of these covenants and restrictions, including attorney's fees.

Notwithstanding the provisions of the covenants and restrictions contained above, the following covenants and restrictions shall apply to Lots 1 through 33:

### **MISCELLANEOUS**

#### **Solicitation**

There shall be no solicitation of any kind and without limitation [such as door to door sales] of any type within the residential area of Serenity Place, except as may be expressly authorized in writing by the Developer for such period of time as the Developer owns any unsold lots in Serenity Place and after said time, by the President of the Homeowners Association of Serenity Place.

### **Amendment and Duration of these Covenants and Restrictions**

These covenants and restrictions shall run with the land, shall be binding upon all parties, including the Developer and all parties, successors, heirs and assigns who may claim under such party, for a period of thirty (30) years from the date of the recording of this document in the Harrison County Court Clerk's Office. After said time, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years unless an instrument in writing signed by a majority of the then owners of the lots of Serenity Place Planned Unit Development has been recorded agreeing to change these restrictions or to terminate same in whole or in part. Prior to said initial thirty (30) year period, the amendment of these covenants and restrictions shall only be effected by an affirmative action of the owners of seventy-five (75%) percent of the lots subject to same, except that any change to these covenants and restrictions shall have the written approval of the Developer as long as the Developer owns any lot in Serenity Place Planned Unit Development.

### **Severability**

Invalidation of any one of these covenants by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

### **Enforcement**

Enforcement of these restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct violation or to recover damages or both and may be enforced by the Developer for such period of time as the Developer owns any unsold lots in Serenity Place, or the owners of any lots therein.

### **Notices**

Any notice required to be sent to any member or owner under the provisions of these restrictions shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

### **Entry Onto Property**

In addition to the rights of access to the properties required for the exercise of the easements herein before granted, the Developer or his authorized representative may upon giving forty eight (48) hours prior notice to the owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the lots at any reasonable times for the purposes of inspecting such lot(s) to ascertain whether the lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purposes of taking such corrective measures as may be reasonably necessary. In case of emergency, such right of entry shall be immediate, whether the owner or occupant of the lot is present at the time or not. Any damage to any lot or the improvements therein, which shall result from any exercise by the Developer of its rights to access herein above set forth, shall be promptly

repaired by and at the expense of the Developer and the same restored to its condition immediately prior to such damage.

**Paragraph Headings**

The headings are intended for convenience only and are not intended to be a part of this Declaration in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

**Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorized officer this the 27<sup>th</sup> day of June, 2004.

MCEP, LLC, a Kentucky Limited Liability Company

MCEP, LLC

by: Paul C. McCauley, Member  
Paul C. McCauley, Member

by: Evelyn P. McCauley, Member  
Evelyn P. McCauley, Member

Paul C. McCauley  
Paul C. McCauley

Evelyn P. McCauley  
Evelyn P. McCauley

STATE OF KENTUCKY

COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this the 23<sup>rd</sup> day of June, 2004, by MCEP, LLC, a Kentucky Limited Liability Company, by and through its only Members, Paul C. McCauley and Evelyn P. McCauley.

My commission expires: 6-5-07

Sara Mathison-Cauley  
Notary Public

STATE OF KENTUCKY

COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this the 23<sup>rd</sup> day of June, 2004, by Paul C. McCauley and Evelyn P. McCauley, husband and wife.

My commission expires: 6-5-07

Sara Mathison-Cauley  
Notary Public

### CONSENT OF MORTGAGEE

COME NOW the undersigned, Blue Grass Federal Savings & Loan Association, the current holder of a mortgage on Lots 1 through 30 of Serenity Place Planned Unit Development and Union Savings Bank, the current holder of a mortgage on Lot 31 of Serenity Place Planned Unit Development and hereby consent to the placement of the above covenants and restrictions on the property upon which the undersigned holds a mortgage. The mortgage of Blue Grass Federal Savings & Loan Association is of record in Mortgage Book 256, Page 39, and the mortgage held by Union Savings Bank is of record in Mortgage Book 258, Page 160, all in the Harrison County Court Clerk's Office.

WITNESS our hands this the 29<sup>th</sup> day of JUNE, 2004.

Blue Grass Federal Savings & Loan Association

BLUE GRASS FEDERAL SAVINGS & LOAN ASSN.

by: Michael Beckett  
Michael Beckett, President

Union Savings Bank

by:

its:

STATE OF KENTUCKY

COUNTY OF BOURBON

The foregoing instrument was subscribed to and acknowledged before me by Blue Grass Federal Savings & Loan Association, by and through its President, Michael Beckett, this the 29<sup>th</sup> day of June, 2004.

My commission expires: 8/3/05

Barbara M. Whitore  
Notary Public

STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was subscribed to and acknowledged before me by Union Savings Bank, by and through its Vice President Phillip McKay this the 30<sup>th</sup> day of June, 2004.

My commission expires: 12-12-04

Kimberly L. Beagle  
Notary Public



KIMBERLY L. BEAGLE  
Notary Public, State of Ohio  
My Commission Expires December 12, 2004



I hereby certify that this  
instrument was drafted by:

\_\_\_\_\_  
Edwin M. Culbertson  
Attorney at Law  
109 E. Pike Street  
Cynthiana, Kentucky 41031  
(859) 234-3962

STATE OF KENTUCKY

COUNTY OF HARRISON

I, Linda B. Furnish, Clerk of the Harrison County Court, hereby certify that the foregoing  
DECLARATION OF RESTRICTIONS AND COVENANTS was on the \_\_\_\_ day of \_\_\_\_\_,  
2004, at \_\_\_\_\_ M. lodged in my office, certified as above for record, whereupon, the same and  
this certificate are now duly recorded.

GIVEN under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_, CLERK

\_\_\_\_\_, D.C.

## **SERENITY PLACE DOGGY TOWN PARK**

1. Owners are legally responsible for the actions of their dogs.
2. Owners must carry a doggy bag at all times to keep dog waste cleaned up.
3. "Off Leash" does not mean unsupervised. Owners must be within view of their dogs at all times.
4. Aggressive dogs must be leashed and moved immediately,
5. Dog owners must have a leash available at all times.
6. All children under 13 must be accompanied by an adult.
7. Small children must be kept under strict supervision by an adult.
8. Dogs must be leashed while entering and exiting the dog park.
9. Female dogs in heat are prohibited.
10. Owners must fill any holes that dogs dig.
11. All dogs must have proof of licensing and vaccination.
12. All dog owners that fail to comply with these rules can be asked to leave by any home owner association member or law enforcement officer.