

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

SUNRISE RIDGE FARMS

WHEREAS, DGS DEVELOPMENT, LTD., a Kentucky limited partnership, is the owner and developer of SUNRISE RIDGE FARMS by Deed recorded in Deed Book 359, Page 267 in the County of Harrison, Commonwealth of Kentucky; and

WHEREAS, said subdivision is being developed on a plan, varying in details, according to the location and conditions of several and individual lots as set out on the plat recorded in Plat Book 7, Page 1A of the Harrison County Clerk's records at Cynthiana, Kentucky and according to the needs of the development as a whole; and

WHEREAS, the development of the lots are being framed with a view to making the development attractive and desirable.

NOW, THEREFORE, DGS DEVELOPMENT, LTD., a Kentucky limited partnership, does hereby establish the following Protective Covenants and Restrictions, which shall run with the land and be a charge thereon, against the present owners, their heirs, successors and assigns forever, and all future owners thereof.

1. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any lot is strictly prohibited.
 2. The open storage of more than two (2) vehicles which are abandoned, nonfunctional, in a state of disrepair, or lacking a valid license on any portion of any lot is strictly prohibited (unless the vehicle(s) is/are stored in a completely enclosed building).
 3. No temporary dwellings or shelters of any kind are permitted on any portion of any lot. One (1) but no more than one (1) RV (recreational vehicle) or camper shall be permitted.
 4. Should a lot be used for a dwelling, no dwelling shall be occupied prior to completion. If a mobile home is a residence, it must have skirting in place prior to occupancy.
 5. Should a lot be used for a dwelling, only one (1) mobile home (whether said mobile home is a single wide or a double wide home) may be placed on a lot; and said mobile home may only be placed on an original (never re-subdivided lot). If any lot in said development is re-subdivided, each resulting lot shall be used for the construction of a conventional single-family dwelling and no mobile home shall be placed on any portion of any lot resulting from a re-subdivision. *NOTE: In a situation where a mobile home has been used as a residence and a conventional single-family dwelling is constructed on said lot, the mobile home shall be removed within thirty (30) days of occupancy of the constructed residence.*
- Effective upon the date of the recording of these Protective Covenants and Restrictions, no single wide mobile home which is more than ten (10) years old (*from said time mobile home is being placed*) shall be placed on a lot eligible for placement of a mobile home and no double wide home which is more than fifteen (15) years old (*from said time mobile home is being placed*) shall be placed on a lot eligible for placement of a mobile home.
6. When any other ordinance, rule, code, or permit regulation imposes a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than the provisions of these Protective Covenants and Restrictions, then the provisions of said ordinance, rule, code, or permit regulation shall govern. Conversely, when these Protective Covenants and Restrictions impose a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than any other ordinance, rule, code, or permit regulation, then these Protective Covenants and Restrictions shall govern.

AUG 06 2019

TIME 1:57 pm
LINDA S. BARNES
CLERK HARRISON CO. *[Signature]*

7. Means of enforcement of these restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant shall not be construed as a waiver thereof. Invalidation of any one (1) or more of these covenants shall have no effect on the other covenants and provisions contained herein. The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above described property, his/her heirs, executors, administrators or assigns and the Grantor or the Grantor's successors in interest or assigns.

IN WITNESS WHEREOF, DGS DEVELOPMENT, LTD., a Kentucky limited partnership, by and through SCHELL MANAGEMENT, INC., a Kentucky corporation, its General Partner, by and through DARREL G. SCHELL, its President, hereby sets its hand, this 6 day of Aug., 2019.

DGS DEVELOPMENT, LTD.
A Kentucky Limited Partnership

By: SCHELL MANAGEMENT, INC.
A Kentucky Corporation (its General Partner)

By: Darrel G. Schell
DARREL G. SCHELL (its President)

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

The foregoing instrument was acknowledged before me, a Notary Public, by DGS DEVELOPMENT, LTD., a Kentucky limited partnership, by and through SCHELL MANAGEMENT, INC., a Kentucky corporation, its General Partner, by and through DARREL G. SCHELL, its President, this 6 day of AUGUST, 2019.

Darrel G. Schell, Jr.
Notary Public
Print Name: Darrel G. Schell, Jr.
Comm. Expires: August 22, 2021
I.D. Number: 585589

This Instrument Prepared By:
Michael M. Sketch
MICHAEL M. SKETCH, Adams, Stegner, Woltermann & Dusing, P.L.L.C.
40 West Pike Street, P.O. Box 861, Covington, Kentucky 41012 / (859) 394-6200

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I, Linda S. Barnes, Clerk of Harrison County, do hereby certify that the foregoing Restrictions was on the 6th day of Aug 2019; at 1:57 P.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 6th day of Aug 2019
Linda S. Barnes Clerk, By: Shelley Lopez D.C.