

**PROTECTIVE COVENANTS AND RESTRICTIONS FOR WILLIAM
CHRISTOPHER MARTIN ROCKY SPRINGS ROAD DIVISION**

PLAT CABINET 7, SHEET 230-B, HARRISON COUNTY, KENTUCKY

This declaration of Protective Covenants and Restrictions for the William Christopher Martin Rocky Springs Road Division is made as of this the 4th day of April, 2025, by William Christopher Martin and Shelby LeeAnne Martin, his wife, 734 Miami Heights Court, Loveland, Ohio 45140 ("Declarants");

WHEREAS, William Christopher Martin is now the owner of certain real property located on Rocky Springs Road in Harrison County, Kentucky and which was acquired by William Christopher Martin by deed dated March 3, 2023 of record in Deed Book 382, Page 390 in the Harrison County Clerk's Office, and

WHEREAS, Shelby LeeAnne Martin is the spouse of William Christopher Martin, and

WHEREAS, William Christopher Martin has divided the property described in Deed Book 382, Page 390 into 7 parcels as described and shown on a Plat by Darnell Engineering, Inc. dated March 11, 2025 and which is a matter of record in Plat Cabinet 7, Sheet 230-B in the office of the Harrison County Court Clerk, Cynthiana, Kentucky, and

WHEREAS, William Christopher Martin and Shelby LeeAnne Martin, his wife, plan to offer some or all of Parcels 1 through 6 for sale and they wish to place upon said real property certain Covenants and Restrictions as to its use and occupancy;

NOW, THEREFORE, the following Protective Covenants and Restrictions are made and declared to apply to Parcels 1 through 6 of the William Christopher Martin Rocky Springs Road Division (Parcel 7 is exempt from these Covenants and Restrictions) as shown on plat of record in Plat Cabinet 7, Sheet 230-B in the Harrison County Clerks Office and which are for the purpose of protecting the value and desirability of the land and which shall run with the land:

LODGED FOR RECORD
HARRISON COUNTY CLERK

APR 11 2025
TIME 2:05 pm
LINDA S. BARNES
CLERK, HARRISON CO.

A. DWELLINGS:

1. Permitted construction methods include stick built (traditional), modular, or barndominium type construction with minimum roof pitch of 6/12. Mobile homes (single wide or double wide) are not permitted on the property.
2. Garages may be attached or detached but are subject to Paragraph 5 below.
3. Minimum finished floor area for dwellings is 1,500 Sq. Ft. for one story homes and 1,800 Sq. Ft. for homes consisting of more than one story. A finished basement does not count toward the minimum finished floor area required by these Covenants and Restrictions.
4. No person shall occupy, reside or live in any recreational vehicle, trailer, camper, or similar vehicle, or moveable structure or temporary structure placed on the property with the exception that an owner or contractor may occupy such a vehicle or temporary structure on the property during the period of construction of a permitted residence provided said temporary occupancy shall not exceed 18 months and shall terminate when the primary dwelling is occupied.
5. No garage, service building, or other outbuilding shall be constructed nearer than 100 feet from the public right-of-way abutting such parcel.
6. Building materials shall not be stored on any parcel prior to construction for a period of more than 120 days.
7. All driveways must be properly constructed with crushed stone, concrete, black top or other suitable material. Driveways must be kept in good repair.

B. ANIMALS:

1. Common domestic farm animals such as cattle, sheep, horses, goats and chickens are permitted on the property, but the total number of animals shall not exceed one animal per acre.
2. Noise and odor from any animals shall be controlled so that neither shall be disturbing to neighbors.
3. Dogs, cats and other household pets shall not be raised, bred or kept on the property for commercial purposes. No pen or kennel for commercial purposes shall be allowed on any parcel.

C. CONDITION/ MAINTENANCE:

1. The exterior of all homes must be kept in a neat, clean and well repaired condition.

2. Yards in the immediate area or curtilage of the residence must be kept mowed to a height of no more than 6 inches.
3. The remainder of each parcel which is beyond the yard or curtilage of a residence may be maintained as pastureland or may remain in a natural condition. No parcel shall be used or maintained as a junkyard or dumping ground for rubbish or trash, including, but not limited to, appliances, abandoned toys, furniture, or construction materials.
4. No hazardous waste or hazardous material of any kind shall be dumped, disposed of or released upon the property at any time.
5. Motor vehicles or watercraft which are not licensed and operable may not be kept on the property. No immobile or unlicensed or inoperable vehicle or watercraft may be stored or kept outdoors on any parcel and must be removed from public view at all times. Tarping or other manners of covering of inoperable or dilapidated vehicles or equipment is not acceptable as a removal from public view.
6. Agricultural tractors are permitted on the property. Tractor trailer units may not be parked or maintained on any parcel.

D. USAGE:

1. All Parcels shall be used in conformity with the applicable regulations in place for each parcel established by the Cynthiana Harrison County Berry Planning and Zoning Commission for an agricultural zone. No activity shall occur on any parcel which is inconsistent with the regulations for the applicable zone as determined by the Cynthiana Harrison County Berry Planning and Zoning Commission.
2. No nuisances or noxious, unreasonably loud or offensive activities which interfere with the peaceful enjoyment of adjacent property owners are permitted.

E. TERM AND AMENDMENT:

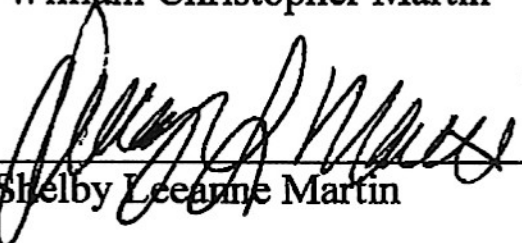
1. These Covenants and Restrictions shall run with the land and shall be binding upon the owners of Parcels 1 through 6 of the William Christopher Martin Rocky Springs Road Division as shown on plat of record in Plat Cabinet 7, Sheet 230-B in the Harrison County Clerk's Office their successors heirs and assigns for a period of 30 years from the date these Protective Covenants and Restrictions are lodged in the office of the Harrison County Clerk.

2. These Covenants and Restrictions may be amended at any time by the Declarants for as long as the Declarants or either of them remain the owner or owners of one or more of the parcels subject to these Covenants and Restrictions. At such time as neither of the Declarants is the owner of any parcel which is subject to these Covenants and Restrictions, then these Covenants and Restrictions may be amended only by a written instrument executed by the owners of a majority of the parcels which are subject to these Covenants and Restrictions with said amendments to be recorded in the office of the Harrison County Court Clerk. The owner or owners of each parcel shall count as one vote. If any parcel subject to these Covenants and Restrictions is subsequently divided, the owner or owners of the parcels as originally constituted shall have one vote. The owners of 4 of the 6 parcels must execute any amendment not made by the Declarants.
3. These Covenants and Restrictions may be enforced by the Declarants or by the owner or owners of any parcel which is subject to these Covenants and Restrictions. The means of enforcement of these Covenants and Restrictions shall include, but not be limited to, injunctive relief in the Harrison Circuit Court. Failure to enforce any Covenant or Restriction shall not be construed as a waiver thereof by any owner of real property subject to these Covenants and Restrictions.
4. Invalidation of any one or more of these Covenants or Restrictions shall have no effect on the other Covenants and Restrictions contained herein.

IN WITNESS WHEREOF, the Declarants, William Christopher Martin and Shelby LEEANNE Martin have hereunto set their hands as of the day and year first above written.



William Christopher Martin



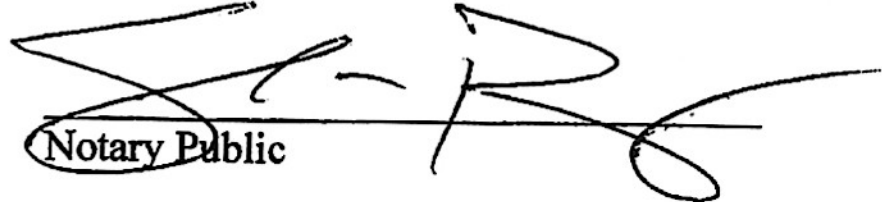
Shelby LEEANNE Martin

**STATE OF KENTUCKY
COUNTY OF HARRISON**

The foregoing Protective Covenants and Restrictions for William Christopher Martin Rocky Springs Road Division was subscribed, sworn to and acknowledged before me by William Christopher Martin, on this the 4th day of April, 2025.

My commission expires:

6/20/2028
KYP 7783

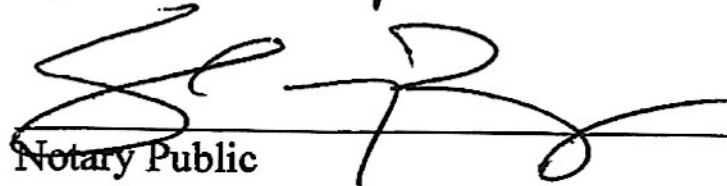

Notary Public

**STATE OF KENTUCKY
COUNTY OF HARRISON**


The foregoing Protective Covenants and Restrictions for William Christopher Martin Rocky Springs Road Division was subscribed, sworn to and acknowledged before me by Shelby LeeAnne Martin, on this the 4th day of April, 2025.

My commission expires:

6/20/2028
KYP 7783


Notary Public

This instrument has been
prepared by:


John Lair, Attorney at Law
John Lair Law Offices, PLLC
115 East Pike Street
Cynthiana, Kentucky 41031

NOT A TITLE EXAMINATION

The preparer of this instrument makes no
warranty or representation whatsoever
as to the title or condition of the property.