

5-18-98  
Scheff

## PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

WAITS ROAD LAND DIVISION

(PLAT CABINET       , SHEET       )  
(HARRISON COUNTY, KENTUCKY)

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

for WAITS ROAD LAND DIVISION is made on this the 8 day of  
MAY, 1998, by DGS DEVELOPMENT, LTD., a Kentucky  
Limited Partnership, of 508 Farrell Drive, Ft. Wright, Kenton  
County, Kentucky 41011.

MAIL 76: DAREL G. SCHE//  
508 FARRE// Dr.  
Fr. WRIGHT; KY 410//

WHEREAS, DGS DEVELOPMENT, LTD., a Kentucky Limited Partnership, is now the owner of certain real property in Harrison County, Kentucky, and known as WAITS ROAD LAND DIVISION, which property is located at WAITS ROAD,  
HARRISON COUNTY, Cynthiana, KY

WHEREAS, WAITS ROAD LAND DIVISION is being developed on a plan, varying in details, according to the location and the conditions of the several and individual farms, and according to the needs of the WAITS ROAD LAND DIVISION as a whole, and being framed with a view to making WAITS ROAD LAND DIVISION attractive

and desirable.

NOW, THEREFORE, the following covenants and restrictions are made and declared to apply to all farms or portions thereof in WAITS ROAD LAND DIVISION by the owner and developer thereof:

(1) Residential Use: All farms of WAITS ROAD LAND DIVISION are to be used for single-family residential purposes only. ~~Any~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D65

(2) Area of Structure: Residences erected on said farms shall contain the following minimum square feet of floor space:

(a) Full Two (2) Story Residence: Nine hundred (900) square feet on the main floor, not including garage, breezeway and porches.

(b) One (1) Floor Plan Residence: One thousand three hundred fifty (1,350) square feet on the main floor, not including garage, breezeway and porches.

(c) Bi-Level Floor Plan Residence: Nine hundred (900) square feet on the main floor, not including garage, breezeway and porches.

(d) Tri-Level Floor Plan Residence: One thousand six hundred (1,600) square feet, combined total of three (3) levels, not including garage, breezeway and porches.

(e) One and One-Half (1-1/2) Story Floor Plan

Residence: Nine hundred (900) square feet on the main floor, not including garage, breezeway and porches.

(3) Completion: All residences must be completed within one (1) year from date construction begins.

(4) Occupancy: No residence shall be occupied until the exterior of the residence is fully completed in accordance with the plans and specifications as submitted to and approved by the developer.

(5) Exterior Walls: All residences erected shall have exterior walls of vinyl, brick, brick veneer, stone or stone veneer, wood or log siding. Other materials shall first meet the approval of the developer, subject to Article 9 of these Restrictions.

(6) Setback Lines: The front of all residences, including all bays, porches, etc., shall be no closer to the front of the farm than the building line that is shown on the plat. The building line for each farm shall be a minimum of twenty-five (25) feet from each side line.

(7) Exterior Structure: No service building or out building shall be constructed nearer to the front property line than the rear of the residence on any farm.

(8) Plan Approval: Before any excavation or construction is begun on any farm, all plans for residence and outbuildings thereon must be submitted to and approved by the developer. The developer or its assigns have the right to approve or disapprove any architectural design, and this approval shall be in writing.

(9) Residence in Accessory Structure: No trailer, mobile home, including, but not limited to single-wide and double-wide, basement, tent or shack, garage or outbuilding or temporary structure shall be used as a residence or for residential purposes on any farm, and no structure shall be moved onto any farm, unless it shall conform to the restrictions herein set out. No trailer court or trailer park may be allowed or established in the subdivision.

(10) Storage: Building materials shall not be stored on a farm prior to construction for a period of more than ninety (90) days without the permission of the developer. No storage of any nature exposed to public view shall be permitted on any farm after completion of construction.

(11) Boundaries: All construction shall be confined to the boundaries of the farm under construction and the owner or builder will be liable for damages to any other farm or roads damaged outside his particular farm.

(12) Barns and Agricultural Outbuildings: A barn is permitted on a farm to properly house any animals permitted by these covenants. The plans are to be approved by the developer, as to the architectural design, materials and location. If garages, barns or any other outbuildings are constructed of concrete block, they must be veneered with vinyl, brick, stone, wood or any combination thereof.

(13) Animals: No swine, goat or sheep shall be kept on any farm. No pen or kennel for commercial purposes shall be allowed

on any farm. Horses and cattle are permitted on all farms with the total number of animals not to exceed one (1) per acre. There shall be no poultry, except an amount sufficient for home consumption for the one (1) residence on the farm, and then poultry must be kept in a fenced-in enclosure at the rear of the residence.

(14) Driveways: All driveways must be properly constructed of crushed stone, concrete or blacktop and must be kept in good repair; culverts must be constructed, where necessary, to prevent improper flow. Each farm shall have a minimum of a twelve inch (12") culvert under the driveway serving that farm, to be installed by the farm owner at his expense, where a drainage ditch is in front of the farm. The culvert may be omitted if the drainage ditch is shallow and the driveway is level with the bottom of the ditch and not obstructing the flow of water in the ditch.

(15) Fences: All fences, within one hundred fifty (150) feet of the building line, must be of woven wire, plank, picket or wood rail. No fences are permitted from building line to roadway, unless constructed of wood.

(16) Commercial Use: No signs or commercial advertising shall be permitted on any farm, except standard size real estate signs. No commercial activity or advertising shall be allowed on any farm.

(17) Offensive Trade or Activity: No noxious or offensive trade or activity shall be carried on upon any farm, nor shall

anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Specifically, all farms shall be kept clean of debris, trash and junk. No inoperative car, truck, tractor or other inoperative vehicle shall be stored on any farm.

(18) Waste: No farm shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be kept in sanitary containers and said containers shall be kept in a clean, sanitary condition.

(19) No Passway: No passway or easement across a farm may be granted by any owner thereof leading from any road to any adjoining property.

(20) Covenants Running With the Land: Subject to Article 22, these covenants and restrictions shall run with the land and shall be binding on all the owners of the farm in WAITS ROAD LAND DIVISION, their heirs, administrators, executors, successors and assigns, until thirty (30) years have elapsed from the date of this instrument, at which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then farm owners in WAITS ROAD LAND DIVISION, it is agreed to change the covenants in whole or in part.

(21) Amendment: During the initial thirty (30) year period, any of the restrictions imposed herein may be altered or abolished by an agreement among the developer and the owner of three-fourths (3/4) of the farms in the subdivision, by written instrument acknowledged and recorded, and such alteration or

abolition shall thereafter be binding on all owners of the farms in the subdivision.

(22) Enforcement of Covenants and Restrictions: It shall be lawful for any person owning real property in WAITS ROAD LAND DIVISION to take such legal steps as may be necessary against any person violating or attempting to violate any of these covenants or restrictions. Means of enforcement of these covenants and restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant or restriction shall not be construed as a waiver thereof by any owner of real property in WAITS ROAD LAND DIVISION.

(23) Severability of Provisions: Invalidation of any one or more these covenants or restrictions shall have no effect on the covenants and restrictions contained herein.

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, owner and developer of WAITS ROAD LAND DIVISION, has set its hand this the day and date first above written.

DGS DEVELOPMENT, LTD., A KENTUCKY  
LIMITED PARTNERSHIP

BY: SCHELL MANAGEMENT, INC., A  
KENTUCKY CORPORATION  
(GENERAL PARTNER)

BY: Darrel G. Schell  
DARREL G. SCHELL  
(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 8 day of MAY, 1998.

*Jay A. Schell*  
NOTARY PUBLIC  
COMM. EXPIRES: August 30, 2001

THIS INSTRUMENT PREPARED BY:

*Michael M. Sketch*  
MICHAEL M. SKETCH  
40 West Pike Street  
P.O. Box 861  
Covington, Kentucky 41011  
(606) 394-6300

{F/1:WAITS-RO.PCR}

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAY 13 1998

TIME: 11:35 AM  
RALPH E. COPPAGE  
CLERK HARRISON CO. *JK*

- 8 -

223 PAGE 463

State of Kentucky  
County of Harrison

I, Ralph E. Coppage, Clerk of the Harrison County Court do hereby certify that the foregoing  
Protective Covenants and Restrictions was on the 13th day of May 1998 at 11:25 A.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 18th day of May 1998.

Ralph E. Coppage Clerk  
Lincoln Danner D.C.