

DECLARATION
OF
RESTRICTIVE COVENANTS AND EASEMENTS
FOR
THE SHORES SUBDIVISION

Group 4770

This Declaration of Restrictive Covenants is made this 9 day of November, 2005, by Timberlake Family Limited Partnership, a Kentucky limited partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate known as The Shores Subdivision, Section 1, as recorded in Plat Cabinet 5, Page 252 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, Declarant is developing said real estate as a residential subdivision; and

WHEREAS, Declarant desires to establish a general plan for the use, occupancy and enjoyment of the lots in said subdivision; and to this end, desires to subject the real estate referred to above to the Restrictive Covenants hereinafter set forth, each and all of which is and are for the benefit of said real estate and the subsequent owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lots situated in the above-described real estate shall be held, sold and conveyed subject to the following Restrictive Covenants which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate.

RESTRICTIONS

1. Use and Architectural Requirements. Each lot shall be used only for residential purposes and common recreational purposes ancillary thereto. The Declarant, or any other builders in the subdivision, shall have the right to use residences as model homes or sales offices.

The living area of any residence constructed on a lot, exclusive of decks, porches, basements and garages, shall be no less than 1800 square feet for ranch-style residences, and no less than 2000 square feet for all other type residences.

2. Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance.

3. Radio and Television Antennae and Satellite Dishes. All television and radio antennae, including CB radio antennae, must be enclosed within the residence located on the lot. All satellite dishes are prohibited, unless such satellite dish has a diameter of one (1) meter or less and screened from view from the public right of way.

4. Signage and Mailboxes. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than two (2) square feet; (b) one sign of not more than nine (9) square feet advertising the property for sale; (c) any signs used by Declarant, or any other builder in the subdivision, to advertise the property during the construction or sale period.

Mailboxes shall be constructed of a material and design approved by the Declarant.

5. Other Structures. No temporary building, mobile home, trailer, tent or storage shed, placed upon a lot shall be used at any time as a residence, temporarily or permanently before, during or after construction. Above ground swimming pools and swimming pools designed for above ground use are prohibited.

6. Fences. No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon any lot nearer to any street than the rear building line of the residence located on the lot. Fences shall be limited to a three (3) rail, split-rail fencing with or without wire mesh or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height. The Declarant shall have the right to approve other types of fences. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. The provisions of this paragraph 6 shall not apply to fences constructed by the Declarant.

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7. Maintenance. Each and every lot and residence thereon shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the subdivision. All landscaping on the lots shall be maintained in good condition. All lots shall be kept free of debris and clutter and shall be kept mowed.

8. Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, truck or travel trailer shall be parked or stored on any lot within thirty feet (30') of a side yard lot line, unless the same is in an enclosure or garage and completely out of view.

No vehicle in an inoperative condition shall be stored on any lot for a period in excess of five (5) consecutive days unless the same is in an enclosure or garage and completely out of view.

9. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the residents of adjacent neighboring lots.

11. Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection.

12. Obstruction of Easements or Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each lot and all improvements in the easement area shall be maintained by the owner of the lot, except for those improvements for which a public authority, homeowner's association or utility company is responsible.

13. Common Driveway. As set forth on the plat for the real estate, Lot Numbers 132 and 133 share a common driveway and Lot Numbers 129, 130 and 136 share a different common driveway. The lots sharing a common driveway shall be subject to and benefitted by a perpetual, non-exclusive thirty foot (30') access/utility easement as set forth on the plat. The owners of such lots shall use the common driveway situated on the easements with due regard for the rights of any other owner and their use of such driveway. No owner shall use or permit the use of the driveway in any manner which impairs the right of any other owner to such owner's use, nor shall any owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the common driveway in any manner whatsoever without the concurrence of all owners entitled to use the common driveway.

The owners of the common driveway shall share equally in the expense and cost of maintaining, improving and repairing the common driveway, except that any damage other than ordinary wear and tear caused by any owner, or any party claiming through such owner, whether by negligence or otherwise, shall be repaired at the expense of such owner. Each common driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of a lot, the grantor of such lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter, the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the lot. Should any owner fail to maintain his common driveway to the extent provided in these Restrictive Covenants, the other owners using such common driveway may pursue a claim against such delinquent owner for such costs.

14. Hillside/Conservation Easement. As set forth on the record plat for the Subdivision, certain portions of the lots are subject to a Hillside / Conservation easement. The easement area shall be kept in its natural state and no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement area, unless otherwise expressly provided hereunder. No fillings, excavating, removal of top soil, sand, gravel, rock, minerals or other materials nor the building of roads, or change in the topography of land in any manner, other than that caused by the forces of nature or as otherwise set forth herein, may be permitted within the easement area. There shall be no spraying with herbicides or pesticides within the easement area. Except for existing utilities set forth on the record plat for the Subdivision, no new utilities may be erected within the easement area, nor any interest in the easement area shall be granted without the prior written consent of the Declarant. No trees, groundcover or other vegetation shall be removed,

trimmed, mowed or otherwise disturbed in any way, except as hereinafter provided. The easement area shall be kept at all times free of garbage, trash and machinery; and no other unsightly materials shall be allowed to accumulate or be stored thereon. Declarant and the appropriate utility companies reserve the right to relocate, replace or install utilities within the easement area. The restrictions set forth above do not apply to the limited cutting and non-substantial clearing by the owner of a lot encumbered by such easement required for the maintenance of utility or drainage facilities as depicted on the plat, the cutting and removal of weeds and noxious plants, the trimming of dead, dying and/or decaying branches and limbs, the erection of impermanent and/or portable feeders, licks and baths for wildlife and the planting of native trees and native flora.

The Hillside/Conservation Easement set forth on the record plat for the Subdivision, is also created for the benefit of those lots situated in Rivershore Farms Subdivision which adjoin the easement area. Notwithstanding the restrictions set forth above, the owners of those lots situated in Rivershore Farms Subdivision which adjoin the easement area, shall have the right to enter into the easement area for the limited purpose of trimming trees and bushes in order to improve the view from such lots to the Ohio River Valley. All lots in the Subdivision, as well as those lots situated in Rivershore Farms Subdivision which adjoin the easement area, shall be subject to and benefitted by the easement and shall be entitled to injunctive relief and damages in the event of the breach of the terms of such easement.

15. Exclusion. The provisions of paragraphs 5, 6, 7, 8, 10, 11, 12, 13 and 14 of these Restrictive Covenants shall not apply to any lots owned by the Declarant, or any other builder in the subdivision, and held for sale.

16. Term. These Restrictive Covenants shall run with the land and remain applicable to the subject real estate for a period of thirty (30) years from the date of this Declaration, after which period these Restrictive Covenants shall automatically renew for successive periods of ten (10) years each unless amended or terminated as provided herein.

17. Amendment. Any of these Restrictive Covenants may be amended in whole or in part or terminated by a written instrument to such effect which has been executed by the owners of at least seventy-five percent (75%) of the lots within the applicable section of the subdivision.

18. Invalidity. The determination by a court of law of competent jurisdiction that any provision of these Restrictive Covenants is invalid, illegal or unenforceable for any reason shall not affect the validity, legality or enforceability of any other provision herein.

19. Enforcement. It shall be deemed that irreparable harm will result to the beneficiary or beneficiaries of these Restrictive Covenants from the breach or violation of any of the provisions hereof and that, therefore, each such beneficiary shall be entitled to relief by way of an injunction or specific performance, in addition to any other legal or equitable remedies that the beneficiary may have, to enforce the provisions of these Restrictive Covenants.

20. Successors and Assigns. These Restrictive Covenants shall be binding upon all persons who may own, occupy, use or reside upon said real estate, their successors and assigns, and they shall inure to the benefit of all persons who may own, occupy, use, or reside upon any lot within the subject subdivision, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant, Timberlake Family Limited Partnership, a Kentucky limited partnership, has hereunto set its signature on the day and year first above written.

TIMBERLAKE FAMILY LIMITED PARTNERSHIP,
a Kentucky limited partnership

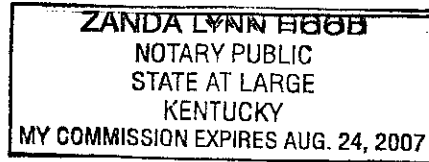
By: Timberlake, Inc.,
its general partner

By: Phil Dees
Name: Phil Dees
Title: D.P.

STATE OF KENTUCKY :
 : SS:
COUNTY OF KENTON :

The foregoing instrument was acknowledged, subscribed and sworn to before me this 8 day of NOVEMBER, 2005, by PHIL DREES, the VICE PRESIDENT of Timberlake, Inc., general partner of Timberlake Family Limited Partnership, a Kentucky limited partnership, on behalf of said corporation and partnership.

Zanda Lynn Hood
Notary Public



This instrument prepared by:

SRH
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RETURN TO:

RETURN TO:

Timberlake Family
Partnership

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BOONE COUNTY
MC1041 PG 843

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