

**DECLARATION OF COVENANTS AND RESTRICTIONS**

South Fork Development, Inc. ("Developer"), a Kentucky Corporation of 100 The Villas Drive, Bronston, Kentucky 42518, is the owner of the following lots in Bluffs Manor Subdivision:

**BEING** lots 1 through 19 inclusive, as shown on the plat of record in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, in the office of the Clerk of Pulaski County, Kentucky.

**BEING** a part of the same property conveyed to South Fork Development, Inc. by Robert Kenison and Timothy Gross, by deed dated \_\_\_\_\_ and of record in Deed Book \_\_\_\_\_ Page \_\_\_\_\_ in the Pulaski County Court Clerk's Office.

For the mutual benefit of present and future owners of the lots in Bluffs Manor Subdivision, Developer imposes restrictions upon the above-described lots as follows:

1. **Primary Use Restrictions.**

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family including any domestic servants living on the premises, not to exceed two and one-half stories in height and shall contain an attached garage, which will house at least two vehicles.

2. **Approval of Construction Plans; Construction Requirements.**

A. No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications including all finished products (i.e. shutters, trim), and location of the structure, fence, wall or improvement, the type and color of exterior material and the driveway (which shall be of

asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. The exterior of any structure shall be at least 25% cultured stone, stone, or a combination of both or other material as approved by the Developer. This requirement shall include all original construction and any subsequent alterations or modifications of any building, fence, wall, structure or other improvement as set forth above. Developer's approval shall not be unreasonably withheld.

B. All structures shall be completed within nine (9) months from the date of commencement of construction. If construction is not completed within nine (9) months then the Developer may impose a daily penalty of \$100.00 (one hundred dollars and no cents) enforceable by the Developer filing a lien against the lot.

C. All fences shall be constructed of wood, brick, or stone or a combination thereof. All fences shall be kept in good repair. Fences are not to be constructed in the area between the front exterior walls and the street or road on which the dwelling place is. No fence shall be constructed at a height greater than three feet. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. All fences are subject to the approval of the Developer as set forth in paragraph A above.

D. No residence or other structure shall be constructed closer than 35 feet to the front lot line for each lot and no construction shall be made closer than 5 feet from the sidelines of any lot. **All structures must face the street.** The "Bluff's Manor Subdivision" Developer may vary the established building lines, in its sole discretion,

where not in conflict with applicable zoning regulations. Any waiver of this restriction must be approved in writing by Developer, its successors or assigns.

E. All sanitary sewage and plumbing facilities shall be in conformity with the Kentucky State Health Department's current regulations or those regulations in existence at the time of construction.

F. No roadways or thoroughfares shall be constructed through any lot except with the written permission of the Developers, or its successor or assigns.

G. Main structures are to have a minimum roof pitch of 7/12. Anything less must be approved by the developer or any person or association to whom it may assign the right.

H. Each lot is expressly restricted to underground telephone, television and electric service, and no additional poles may be set except as required for service mains by the utility provider; except as approved by Developer, its successors, or assigns.

I. There is reserved and granted herein a right of way for utilities to be installed, placed and maintained on and above the premises described herein, which utilities shall not be restrictive to serving the property hereinabove described. Developer shall attempt to locate such utilities on the property lines, whenever reasonably practicable.

J. No property owners shall alter the grade of its property so as to cause an unnatural flow of water onto another lot in the subdivision.

K. Individual lot owners shall be responsible for cleaning roadways in front and /or adjacent to their respective lots during the construction.

L. Before any property owner begins construction on any lot Developer must first issue written approval that a property owner's general contractor/builder is acceptable to Developer. Developer's written approval shall not be unreasonably withheld.

3. **Building Materials.**

The exterior building material of all structures shall extend to ground level and shall be either cultured stone, or stone or a combination of same. Developer recognizes, however, that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

All retaining walls are to be constructed of cultured stone or stone from the ground level.

4. **Minimum Floor. Areas.**

A. The ground floor area of a one-story house shall be a minimum of 1,800 square feet, exclusive of the garage.

B. The ground floor area of a one and one-half story house shall be a minimum of 1,400 square feet, with the second floor being a minimum of 700 square feet, exclusive of the garage.

C. The ground floor area of a two-story house shall be a minimum of 1,700 square feet with a total of 2,850 square feet minimum, exclusive of the attached garage. In measuring the square footage of any structure the measurement shall be taken by measuring the interior wall and not by the measuring the exterior walls of the structure.

5. **Nuisances.**

A. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

B. If any structure on a property owner's lot is damaged by wind, water, fire or otherwise the damaged structure shall be rebuilt, if practical within six (6) months from the date of damage. If it is not practical to rebuild the damaged structure then the property owner shall cause the damaged structure to be demolished and all debris removed from the property owner's lot.

6. **Use of Other Structures and Vehicles.**

A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field office; used by a builder or developer, which shall be removed when construction of development is complete.

B. No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

C. No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No automobile, trailer, boat, truck

or other vehicle shall be parked on any street in the subdivision for a period in excess of twelve hours in any one calendar year.

D. No used or second-hand houses are to be moved into this subdivision.

7. **Animals.**

A. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

B. There shall be no dog or cat kennels or kennels for any type of animal. For purpose of this restriction, three or more dogs or cats constitute a kennel.

C. There shall be no dog pens, dog runs or dog structures of any kind permitted.

8. **Landscaping, Driveways; Sidewalks.**

After the construction of a residence, the lot owner shall grade and sow or sod balance of the lot. Each lot owner shall also sow and net any drainage swale on the lot and shall concrete or asphalt the driveway within 60 days after completion of a single family dwelling. Upon construction of a residence, each lot owner shall cause to plant two 2 1/2 inch diameter trees in the front yard. All other landscaping initially planned for the lot shall be completed within 6 months after the lot owner begins occupying the single-family dwelling constructed on the lot. All landscaping should be consistent and

compatible with shrubs, trees, plants and other landscaping commonly used in this geographical area. No tree shall be removed from any lot without the prior written approval of developer or any person or association to whom developer may assign such approval right., Upon owner's failure to comply with this paragraph, Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner on demand shall reimburse developer or other performing party for the expense incurred in so doing.

9. **Mail and Paper Boxes; Hedges; Yard Statuary; Signs**

No mail box, paper holder, yard statuary or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by developer or by any person or association to whom it may assign the right. A mailbox stand will be provided to property owners provided that the owner is a full time resident. No Sign, including, but not limited to symbols or logos for advertising or for any other purpose shall be displayed on any lot or on a building or on a structure on any lot except one sign for advertising the sale thereof which shall not be greater than 12'' x 18'' professionally prepared thru a licensed Realtor; except developer shall have the right to erect larger signs when advertising the subdivision. No "For Sale" sign by owner will be permitted. Any violation of this sign regulation shall result in a \$25 per day assessment payable to "Bluff Manor Subdivision Homeowners Association, Inc.". This restriction shall not prohibit placement of occupant name signs and lot numbers.

10. **Clothes Lines; Antenna and Receivers/Transmitters; Gardens; Playhouses; Utility Sheds; Yard Sales.**

A. No outside clothes lines shall be erected or placed on any lot.

B. No antenna (except for standard small television antenna) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by developer.

C. All gardens (except for decorative landscaping), children's playhouses, tree houses and storage sheds shall not be permitted. No yard sales of any kind shall be permitted.

11. **Duty to Maintain Property.**

All improved lots shall be kept in a clean and orderly condition; and all unimproved lots shall be mowed to a maximum of 12 inches. It shall be the duty of each owner to keep the owner's lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then developer (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse developer or other performing party for the expense incurred in so doing, and developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon. The Developer or other performing party shall be entitled to an award of court costs and a reasonable attorney's if a lien is obtained. Any legal action brought to enforce any restriction shall be brought in Pulaski County Kentucky. Any judgment lien shall be filed in the Pulaski County Court Clerk's Office, Kentucky.

12. **Business; Home Occupations.**



No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. **Drainage.**

Drainage of each lot shall conform to the general drainage plans for the subdivision.

14. **Disposal of Trash.**

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Proper trash containers must be utilized by the builder for scrap building materials and burying of any debris is strictly prohibited.

15. **Restrictions Run with the Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in Bluffs Manor Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part, except that the owners of all lots in Bluffs Manor Subdivision shall remain members of Bluffs Manor Subdivision Homeowners Association and shall pay dues to Bluffs Manor Subdivision Homeowners Association.

16. **Enforcement.**

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in the Bluffs Manor Subdivision, by the association formed under paragraph 20, or by developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damage. Any property owner found by a court of proper jurisdiction shall be responsible for paying all court cost and a reasonable legal fee incurred by the prevailing party. Any legal action to enforce any provision of these restrictions shall be filed in Pulaski County, Kentucky.

17. **Lot.**

Wherever the term "lot" is used in these restrictions, the same shall mean the parcel of land deeded by the Developer, and if a lot and a portion of another lot is deeded, the entire parcel shall be considered as a lot. No lots shall be further subdivided without first obtaining written permission from Developer.

18. **Application.**

These restrictions shall apply to all lots in the Bluffs Manor Subdivision.

19. **Invalidation.**

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

20. **Homeowners Association; Assessments.**

A. The Articles of Incorporation of the Bluffs Manor Subdivision Homeowners Association, Inc. (the "Association") which may be amended from time to time, dated \_\_\_\_\_, are recorded in Articles of Corporation Book \_\_\_\_, Page \_\_\_\_, in the office of the Pulaski County Court Clerk's Office, in Somerset, Pulaski

County, Kentucky. Each owner of a lot in Bluffs Manor Subdivision (and such other sections which Developer has by previous deed restrictions so provided or shall be provided for in the future) shall be a member of the Association and shall comply with the rules of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of the Association and agrees to pay dues to the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

B. The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations, are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the medians, open space, mowing of lawns and lots, landscaping around the entrance to Bluffs Manor Subdivision, and its streets, street lights and entrances as may be shown on the aforesaid plats.

C. Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. If any legal action is taken to enforce the lien when the property owner against whom the lien is enforced shall pay all court costs and a reasonable attorney's fee. Any legal action is taken to enforce the

lien against a property owner shall be brought in the court of appropriate jurisdiction located in Pulaski County, Kentucky.

D. Each owner of a lot in Bluffs Manor Subdivision shall be subject to assessments levied by the Association and each owner of a lot in Bluffs Manor Subdivision shall have the right to use the clubhouse, pool and common areas of the Villas at Woodson Bend Condominium Association by paying a reasonable monthly fee to be determined between the Association and the Villas at Woodson Bend Condominium Association.. Any assessments levied by the Association shall be used only for purposes generally benefiting the lot owners in Bluffs Manor Subdivision, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. If any legal action is taken to enforce the lien when the property owner against whom the lien is enforced shall pay all court costs and a reasonable attorney's fee. Any legal action is taken to enforce the lien against a property owner shall be brought in the court of appropriate jurisdiction located in Pulaski County, Kentucky.

E. The initial assessment hereunder shall be \$500.00 per year per lot beginning January 1, 2008. After January 1, 2009, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment.

F. Assessments of the Homeowners Association shall not apply to the Developer except that Developer shall pay the assessment for one lot during the time Developer owns one or more lots.

21. **Sewage Treatment Facility Tap On Fee.**

Before an owner of a lot in Bluffs Manor Subdivision taps on to the sewer line to tie into the sewage treatment facility maintained by the Developer the lot owner shall pay \$6,000.00 (six thousand dollars and no cents) to the Developer for the tap on fee.

22. **Waiver of Restrictions.**

Developer may waive or modify any of the foregoing covenants and restrictions. After Developer has completed the development any of the covenants and restrictions may be waived or modified by more than 80 percent of the property owners voting to waive or modify a restriction.

Done under my hand, this the \_\_\_\_\_ day of August, 2007.

Developer:

South Fork Development, Inc., by:

\_\_\_\_\_  
Timothy L. Gross, President