

DECLARATION OF RESTRICTIONS OF RIVERS EDGE

THIS INDENTURE made and entered into by and between JOHN DOUG EVANS and his wife, KATHLEEN EVANS, Parties of the First Part, and all those who may hereafter own any of the property hereinafter described, Parties of the Second Part;

WITNESSETH:

That WHEREAS, the Parties of the First Part are the owners of all tracts as shown on the Plat of Rivers Edge, a Plat of which is record in Plat Book 5, Page 99, in the Office of the Clerk of the County Court of Monroe County, Kentucky, and by these presents do hereby place the following restrictions on all tracts in Rivers Edge Subdivision, to-wit:

1. All lots above described shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not to exceed two and one-half stories in height, a private garage for not over three cars and not more than one (1) private outbuilding, no larger than 200 square feet, of the same construction as the primary residence. One residence per number lot, as per plat, shall be the maximum permitted.

2. No mobile homes shall be erected, placed or permitted to remain on any lot.

3. Any residence constructed shall be of such minimum dimensions as to have, excluding basement or any floor space below yard level, and garages, a minimum of 600 feet of heated floor space.

4. No building shall be constructed nearer than thirty-five (35) feet to any front lot line. No residence shall be built nearer than twelve (12) feet to any side property line.

5. The exterior of any structure erected on said property shall be constructed of rock, fieldstone, brick, brick veneer, pre-manufactured log, a textured wood or plywood siding of cedar, redwood or spruce, or of wood grain textured vinyl siding.

6. No fence may be built on any tract over six (6) feet in height. Fences

shall be of wire, board, pickets, or ornamental iron. Picket fences shall have spaces between the pickets equal to the width of the pickets.

7. No noxious or offensive activities shall be carried on upon any tract above described nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, mobile home, basement, tent, shack, garage or other out-building erected on any tract described above at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any tract unless it shall conform to the restrictions, herein.

9. No chickens, ducks, geese or other fowl and no swine, cattle, goats or other like animal or animals shall be kept on any lot. No animals are to be used for commercial purposes on any lot. Any dog owned by a property owner must be on a leash or tied as long as the dog is outside of the home.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No lot owner shall permit any discarded motor vehicle, equipment, machinery, boat or any other unsightly scrap to be abandoned on his tract or remain there for more than thirty (30) days.

11. Prior to building all lots must be mowed once per month March through October and after construction of house the lot must be mowed twice monthly. If land owner does not keep the lot mowed, Rivers Edge will hire lot mowed and the bill will be sent to the lot owner.

12. No lot, tract or property conveyed herein shall be divided in part or sold in part at any subsequent date.

13. Each lot owner shall contribute equally to the upkeep and maintenance of Rivers Edge Road, which is the main road of the subdivision. The costs of maintaining the road shall be divided in this manner unless and until the road is adopted into the county or state road system. The developers shall only be deemed to own one lot for purposes of dividing the cost of the maintenance of the road.

14. These restrictions are severable and if one or more is invalidated by a judgment or court order, then such holding shall not affect the remaining restrictions.

15. Enforcement of these restrictions shall be by proceedings at law or in

equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violations or to recover damages.

16. These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of fifty (50) years from the date these restrictions are recorded, at which time they shall automatically expire and become null and void and of no effect whatsoever. However, any one or all of these restrictions may be waived, altered, nullified or extended by a written instrument properly signed by all of the then owners of the tracts in this subdivision, and recorded in the Monroe County Clerk's Office stating such changes.

17. The above mentioned restrictions shall be incorporated verbatim or incorporated, by reference, in every deed hereinafter executed conveying any part of the premises shown on the Plat of record in Plat Book 5, Page 99, Office of the Monroe County Clerk.

IN TESTIMONY WHEREOF, Witness the signatures of the Parties of the First Part, this 13th day of June, 2001.


JOHN DOUG EVANS


KATHLEEN EVANS

STATE OF KENTUCKY
COUNTY OF MONROE

Acknowledged to before me by John Doug Evans and wife, Kathleen Evans, this the 13th day of June, 2001.


NOTARY PUBLIC
MY COMM. EXPIRES: 10-9-01

THIS INSTRUMENT PREPARED BY:


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