

8-16-87
2:45 pm

**RESTRICTIONS
OF
RIVERSIDE ESTATES-Lots 9-43**

1. Lots numbered 9-43 shall be used only for single family residential purposes and no commercial, professional, trade or business activities shall be conducted or permitted thereon. RIVERSIDE ENTERPRISE, LLC ("DEVELOPER") or its agents reserve the right to conduct the business of lot or home sales on the premises. Short-term rentals of the lots are allowed under these restrictions.
2. All lots shall be kept clean and orderly at all times. Including prior to commencement on construction, all yards and buildings appurtenances shall at all time be kept in a good state of repair and maintenance, free of trash of any nature or description, so as to present a neat and attractive appearance from streets and surrounding properties, and if not so maintained, the DEVELOPER, or its successors in interest, may, at its option, have any offending lot mowed or cleaned at the expense of the owner.
3. All construction must be completed within twelve (12) months from start.
4. It is the intention of these restrictions that only residences of good design and suitable material shall be erected in RIVERSIDE ESTATES, and the plans and specifications for the erection or alteration of any house, building, fence, wall, driveway, storm water drainage, or other improvement must be approved in writing by DEVELOPER, its successors and/or assigns before the work is begun. DEVELOPER, its successors and/or assigns shall have the right in its sole discretion to refuse to approve any plans and specifications for buildings, grades, walkways, driveways, storm water drainage, or parking areas which are not deemed by it as suitable or desirable. In so passing upon such plans, specifications and grading plans, it may, without limitation, take into consideration the suitability of the proposed building and grading for the site upon which it is to be erected, the harmony thereof with the surroundings and the effect of the completed construction on the enjoyment of and outlook from all other lots.
5. All residences shall be one story, one and one-half, or two story single family structure and contain a minimum of 1,200 square foot living area exclusive of porches, basements (whether finished or not), attics, and carports. Garages and carports must be attached to the home or be constructed of the same material.
6. No building or structure shall be located or erected nearer than 10 feet from the side lots lines or any lot line except U.S. Corps of Engineers.
7. No building or structure shall be located or erected near than 20 feet from the front lot line or from the road right-of-way unless written permission is given by DEVELOPER, its successors and/or its assigns.

8. Every house must have a continuous masonry foundation and a poured concrete footer, unless written permission is given by DEVELOPER, its successors and/or its assigns.
9. Every house must have a central heating system.
10. Primary heating, air conditioning and lighting systems of all residential units shall be powered by electric current or gas.
11. No partially finished house may be used as a residence until all interior and exterior construction shall be completed prior to occupancy.
12. All outbuildings shall be located to the rear of the principal dwelling, and shall be constructed of the same materials, design and appearance as the principal dwelling on the same lot, and the design shall be approved by the DEVELOPER, its successors and/or assigns.
13. Garbage cans or other refuse receptacles shall be placed in the rear of the main dwelling concealed so that same will not be visible from the street or adjoining properties.
14. During construction, all dirt and rock excavated and not used on the lot shall be placed on other lots in the DEVELOPMENT, its successors and/or its assigns shall direct. However, DEVELOPER shall have the right to refuse such fill, which in such event will be disposed of by the owner of said lot. All debris generated by drainage onto the streets shall be cleaned daily during construction.
15. No fence of any type or shrubbery wall or hedge shall be erected or placed closer to the street than the rear corner of the house.
16. All mailboxes shall be adequately supported and shall be approved by the DEVELOPER so as to complement the appearance of the property.
17. Outside clotheslines, vegetable gardens in the front or side yards, citizen and short wave or "ham" radio towers are prohibited. TV reception devices are restricted to 24" in diameter.
18. Vegetable gardens or cultivation are not permitted until after erection of a residence.
19. No trailer, mobile home, motor home, manufactured home, tent, shack, garage, barn or other vehicle or outbuilding shall be erected for and used as a dwelling either temporarily or permanently, except as noted in "Section 19A" below

19A. Campers/Motorhomes and Garages are allowed under the following guidelines.

If a camper is purposed to be stationary on a lot, a wood or metal structure with a minimum of 3/12 pitch roof, to house the camper must be built. "Section's 4, 5, 6 apply" and the design must be approved in writing by DEVELOPER.

- a. The wood or metal structure must be placed on a concrete pad, some will require a foundation.
- b. Only one camper per lot.
- c. Camping area must be kept well landscaped and neat.
- d. Permanent residence is not allowed on the lot. Campers must vacate for a minimum of 2 weeks every 3 months.

If an individual garage is proposed, it is to be of adequate size, a wood or metal structure with a minimum of 3/12 pitch roof, on a concrete pad, some will require a foundation. "Section's 4, 5, 6 apply" and the design must be approved in writing by DEVELOPER.

- e. DEVELOPER or its agents reserve the right to temporarily erect a mobile office for the purpose of sales.

20. The storage of junk, scrap motor vehicles and/or materials of any kind other than firewood outside of a building are prohibited.

21. No vehicle, trailer, boat, motor home or other such device shall be stored or permitted to remain outside on any lot. No mechanical or body repair on such vehicles may be conducted on these lots.

22. No signs, billboards or advertising devices of any kind shall be erected or maintained on any lot or building. This, however, shall not preclude common real estate signs advertising the sale of homes in the subdivision or signs created by the DEVELOPER during the original development of the subdivision.

23. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on any lot, provided, however, dogs, cats and other common household pets may be kept upon said lots if, and only if, they are not kept, bred or maintained for any commercial purposes. All pets must be confined and/or be under the control of their owners at all times. Any pets considered vicious or threatening by three or more landowners must be removed from subdivision. No breed of pitbull is permitted under any circumstance.

24. No portion of a lot shall be sold, leased, or subdivided, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted or approved in writing by the DEVELOPER, its successors and/or its assigns.

25. Utility connections to any structure, including without limitation telephone, cable television and electric power connection shall be placed underground from service lines, unless approved in writing by DEVELOPER.

26. If any restriction herein provided is declared invalid or unenforceable by judicial decree or judgment, only that restriction shall be affected and all others shall remain in full force and effect.

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Cabinet
27. All lots are subject to any utility and other easements and restrictions shown in the records of the Cumberland County Court Clerk's Office on the plat of record in that office in Plat Book 3, Page 88C. All restrictions contained herein shall run with the land, be binding upon and inure to the benefit of all owners of lots in RIVERSIDE ESTATES, and their heirs, successors and assigns.

28. These restrictions shall remain in full force and effective until January 1, 2032, unless a change is approved by 100% of the lot owners, including the DEVELOPER.

29. It is suggested that a lot owners association be formed as soon as ten (10) lots are sold.. This association will have the power to change any restriction by a majority vote after January 1, 2032. Each lot owner will have one (1) vote per lot. Restrictions will be continued for ten (10) year periods unless amended prior to January 1, 2032. An association shall have the right to assess periodic fees and the payment of these fees shall be secured by a continuous lien on the lots. The HOA annual fee will be \$150 per lot.

30. Should these restrictions and covenants be violated, CUMBERLAND CIRCUIT COURT shall be the court of proper jurisdiction in which to bring an action to enforce same. Any party adjudged to have violated said restrictions shall be responsible for all court costs and attorney fees incurred by the enforcing party. The DEVELOPER or any lot owner shall have a right of action to enforce said restrictions in a court of law.

31. There shall be no excessive noise from the hours of 11:00 p.m. to 7:00 a.m.

32. There will be no yard ornaments or stationary sculptures unless approved by the DEVELOPER.

33. The DEVELOPER shall retain the mineral interests of the property of the subdivision.

34. No fences shall be erected that exceed the height of 48 inches.

35. Private boat docks are prohibited.

This 16th day of August, 2022.

RIVERSIDE ENTERPRISE, LLC
(DEVELOPER)

By: Martin Tabor

Title: Member

STATE OF Kentucky
COUNTY OF Cumberland

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Martin Tabor, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be a Member of RIVERSIDE ENTERPRISE, LLC, the within bargainer, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Martin Tabor as Member of RIVERSIDE ENTERPRISE, LLC.

Witness my hand and official seal of office in Cumberland Co
Kentucky, on this the 16 day of August, 2022.

Commission Expires:



Tracy Breuninger Daniels
NOTARY PUBLIC

Prepared By

Martin R. Tabor
Martin R. Tabor
5363 West SR 38
New Castle, IN 47362

STATE OF KENTUCKY
COUNTY OF CUMBERLAND, SCT.
This instrument was filed for record on the 16 day of
August 2022 at 2:45 o'clock P. M., and duly
Recorded in Deeds Book No. 1316 Page No. 281
of the records in this office.
Given under my hand this the 17 day
of August 2022
ELIZABETH ANDERSON, CLERK
Elizabeth Anderson D.C.