

CUMBERLAND RIDGE SUBDIVISION
COVENANTS, RESTRICTIONS AND CONDITIONS

PHASE IV

All restrictions, covenants and conditions set forth in the Statement of Binding Elements recorded in Deed Book 709, page 211, Development Plan for Cumberland Ridge recorded in Deed Book 768, page 639, Restrictive Covenants recorded in Deed Book 768, page 639, Statement of Binding Elements recorded in Deed Book 827, page 603, all in the Warren County Court Clerk's office, shall apply to and are binding upon this Phase IV of Cumberland Ridge Subdivision as recorded in major subdivision Plat Book _____, Pages _____ – _____ in the Warren County Court Clerk's office. In addition to the preceding, the following restrictions, covenants, and easements shall apply to the lots in Phase IV, Cumberland Ridge Subdivision, as shown in the above referred to plat book and pages.

A. Lots

1. All lots in the subdivision shall be known and used as single-family residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one non-attached single family dwelling, and a detached garage, pool house or storage building. Each lot shall have a minimum of a two-car attached garage and not to exceed a three-car attached garage, or larger with approval of the Developer or the Architectural Review Committee (ARC).
2. No two or more lots may be combined and subdivided so as to obtain a larger number of lots than existed before combining.

3. The easements shown in Plat Book _____, Pages _____ - _____ for the lots of Cumberland Ridge Subdivision Phase IV shall not be obstructed in any manner by a fence, or structure, or otherwise unless approved in writing by the Developer or Developer's successor.

4. No building or structure, or any part thereof shall be located on any lot nearer to the front, side or rear lot line than the applicable minimum set back line shown on the recorded plat of any lot, or as specified in the restrictions or which would interfere with recorded easements, unless approved by the Developer or the Architectural Review Committee (ARC).

5. No fences, retaining walls, or other structure of any kind shall extend toward the front right-of-way past the rear corner of the residence unless approved by the Developer or the ARC. Accepted fences are of black powder coated aluminum or Pickett type wrought iron (Jerith #101 or equivalent) with a minimum of four foot height and a maximum of six foot height subject to the approval by the Developers or ARC. All retaining wall materials shall be constructed of stone or brick veneer unless other materials are approved by the Developer or ARC.

B. Structures

1. All residences shall contain the following minimum number of square feet of living space exclusive of open porches, patios, decks, breezeways, attics, basements, garages, and out buildings, as follows:

For Lot numbers 137 through 142 and 144 through 151:

- a. For residences on one floor, a minimum of 2,800 square feet.
- b. For one and one-half story residences, a minimum of 2,200 square feet on the ground floor and 800 square feet on the second floor.

- c. For two story residences, the ground floor and second floor shall have a minimum of 1,700 square feet each.

For Lot numbers 153 through 161, 163 through 168 and 170 through 176:

- a. For residences on one floor, a minimum of 2,600 square feet.
 - b. For one and one-half story residences, a minimum of 2,050 square feet on the ground floor and 750 square feet on the second floor.
 - c. For two story residences, the ground floor and second floor shall have a minimum of 1,600 square feet each.
2. No structure shall be higher than three and one half stories, including a below ground basement.
 3. All residences shall have an attached fully enclosed side or rear entrance garage for not less than two cars and no more than three cars and containing not less than a minimum of 400 square feet without approval of the Developer or ARC. All garage doors shall be of steel stamped carriage type, as a minimum, subject to approval by the Developer or ARC.
 4. The exterior material of all residential structures shall be no less than 80% brick, stone or fiber cement siding unless otherwise approved by the Developer or ARC.
 5. The main roof of all dwelling units must be constructed with a minimum pitch of 12/9; two story homes may use 12/7 pitch. Flatter roof slopes may be approved in writing by the Developer or ARC.
 6. An exterior color pallet must be submitted for Developer or ARC approval prior to construction. Electric meters, gas meters, air conditioning units and trash container locations must

be shown on plans.

7. Any detached garage or building shall be subject to the same restrictions as outlined above. This includes written approval by the Developer or the ARC. Any detached garage or building is required to be the same as the main structure in its design and material approved by the Developer or ARC. Only one such building shall be allowed for each residence.

8. All chimneys and/or insert fireplace vents shall be constructed of brick or other masonry material unless there is written approval from the Developer or the ARC. In no case shall they be veneered in aluminum or vinyl materials or siding.

9. Above ground pools shall not be permitted. The location of any in ground pools must be approved by the Developer or the ARC.

10. All building plans, and home builder chosen to perform any construction, shall be submitted to the Developer or the ARC for review and written approval prior to construction. Consideration for the approval by the Developer shall be given based upon these written restrictions and the conformity with the motif and architecture of the development as a whole. Approval or disapproval of the plans and home builder by the Developer shall be available within 30 days after receipt. Traditional architectural criteria for the structures shall be used as a guideline. A \$250.00 review fee shall be charged by the Developer for review and approval of any and all building plans.

C. Landscaping

1. It is the Developer's goal that this development will become a tranquil and attractive area through the voluntary planting and maintenance of trees, shrubbery, bulbs, perennial and annual plants, landscape bed, etc. A basic landscaping plan must be submitted to the Developer or the ARC for approval 30 days prior to installation. The front and sides of all lots shall be landscaped

according to a plan submitted to the Developer or ARC. Air conditioning units and trash receptacles must be screened from public view and shown on the building plans.

2. All street side sidewalks are to be installed by the homeowner or home builder and must meet the approval of the Developer or the ARC and the City of Bowling Green. All sidewalks shall be five-feet in width and light brush finish concrete. Guidelines and standards will be provided. All driveways shall be constructed of Portland cement concrete.

3. The front of all lots shall be sodded unless waived by the Developer or ARC.

4. Yard furniture, fountains, statues, etc. shall not create an objectionable nuisance to the neighborhood and must be approved by the Developer or ARC. Playground equipment and pools must be screened from public view and approved by the Developer or ARC prior to construction.

5. All mechanical equipment, utilities, solid waste receptacles and service areas are to be screened from the public view. See also D.4.

6. Mailboxes and hardware are to be placed at each residence by the builder or owner and are required to be per the Developer's specifications. Placement shall be as required by the U.S. Postal Service. The mailboxes and posts will be supplied by the Developer at a specified price.

D. Use / Occupancy

1. No trailer, basement structure, tent, shack, barn or other outbuilding erected on a tract shall be used as a residence temporarily or permanently.

2. No motorcycles, motor homes, campers, water craft, recreational vehicles, utility trailers, or inoperable or unlicensed vehicles shall be permitted to be stored outside of the garage or on the street.

a. Overnight parking of vehicles on the street shall not be allowed except for special or social events. No commercial vehicles shall be permitted to be parked overnight in the subdivision.

3. No noxious or offensive trade or activity shall be carried on upon any lot. Nor shall any activity be allowed which may be or become a nuisance to the neighborhood. No lot shall be used for a commercial use or purpose. Some of those specific activities include but are not limited to the following:

a. sale of motor vehicles, boats, etc.

b. repair of motor vehicles, boats, etc

c. storage of RV's, busses, campers, multi-axel trailers, etc.

d. operation of motor vehicles such as 4-wheelers, off road motorcycles, mini-bikes, etc. are not permitted on streets, lots, or common areas.

4. Solid waste and recycle waste receptacles must be kept from sight other than for scheduled collection. All heating and air conditioning units and trash cans shall be screened with shrubs or the same material as the exterior of the house.

5. Sufficient space shall be provided for all vehicles parking off of the streets and lawn areas with the exception of special or social occasions.

6. Window air conditioners shall not be permitted.

7. No exterior satellite dishes or antenna over two feet in diameter shall be permitted on residential lots. Any allowable satellite dish shall not be visible from the street unless approved by the Developer or ARC. The prohibition of antennas shall include structures for the transmission or reception of television and radio waves.

8. All rebates and reimbursements for water, sewer, electric, gas, lighting, cable, etc.

shall be the property of and paid to the seller/Developer, whether received by the homeowner or the seller/Developer.

E. Construction Activity

1. There shall be a non-refundable \$250.00 fee for plan review and approval.
2. The homebuilder shall work continuously on the construction of the residence after the initial footings have been placed. The builder must work in a sustained satisfactory progression and shall in no case require more than a 12-month period from initial construction to the final completion. Final completion shall include sidewalks, exterior steps, patios, initial landscaping, seed and sod.
4. The final lot grading shall conform to the Developer's engineered original drainage plan as approved by the City-County Planning Commission of Warren County, Kentucky.
5. It is the lot owner's responsibility to see that the builder is held responsible for silt control and tracking of mud onto streets during the construction period. Any areas where vegetative growth is disturbed shall be given attention so as to employ appropriate soil stabilization methods so as to prohibit erosion.
6. The homeowner and builder shall be held jointly responsible for controlling blowing debris and the general housekeeping on the lot during the construction phase. The homebuilder shall supply a portable toilet, and a trash dumpster or dump truck for waste on site. The homebuilder or owner is responsible for cleaning the site a minimum of one time per week.
7. No burning will be allowed on site for construction material other than heating for personnel during cold weather as regulated by the E.P.A.

F. Covenants General

1. The owner of each lot shall be required to be a member of the Homeowner's Association. With the purchase of a lot, membership is automatic. The rights and responsibilities are defined in the recorded documents referenced above.

2. Homebuilders purchasing three or more lots at one time shall have a one year grace period from date of lot purchase before paying any Homeowner's Association dues. Homeowner's Association dues shall include the cost of construction and maintenance of improvements to any Green Space easement, open space or common area.

3. Unless cancelled, altered, or amended under the provisions of this section, the covenants and restrictions set forth herein shall run with the land for a term of twenty (20) years from the date of this recording after which time they shall be automatically extended for three (3) successive periods of ten (10) years each.

4. All lot owners, as members of the Cumberland Ridge Homeowners Association, Inc., agree to vote as requested by Developer as to any Amendments to the Binding Elements, Development Plan and Restrictive Covenants referenced herein, or grant a proxy to vote such matter to the Developer.

5. The Covenants and Restrictions set forth herein may be amended by the Developer without approval of any lot owner for a period of five (5) years from the date of recording of this document. Thereafter, amendments may be made by agreement of at least two-thirds (2/3) of the voting members of the Homeowners' Association. Any such amendment shall not become effective until the instrument of amendment has been filed of record in the Warren County Court Clerk's office. Every purchaser or subsequent grantee of an interest in the property described herein is

