

THIRD AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS

RIDGEVIEW PLACE HOMEOWNERS' ASSOCIATION, INC.

The undersigned, being the owners, and/or agents of more than 50% of the lots shown on the Record Plat of Ridgeview Place Subdivision recorded in Plat Book 5, page 128 in the Oldham County Court Clerk's Office, do hereby amend and restate that certain Amended and Restated Declaration of Restrictions dated January 26, 2010 (the "Second Amended and Restated Declaration of Restrictions") and recorded in Restriction Book 10, Page 496 in the Office of the Clerk of Oldham County, Kentucky and impose on all of the lots shown on said Plat the following Restrictions for the use, improvement, protection and conservation of said lots, all of which shall be observed by the purchasers and owners thereof their heirs, successors and assigns, to-wit:

1. Those lots shown on the Plat of Ridgeview Place Subdivision, recorded in Plat Book 5, Page 128, in Oldham County Court Clerk's Office shall be used exclusively for single family, private residences and no more than one (1) such dwelling shall be erected and placed on any lot, and no part of any said single family residence shall be used for any business purpose. No house-trailers, mobile homes, motor campers, modular homes, camper trailers, basements, tents, garages, out buildings or temporary structures shall be used as a residence on any lot enumerated above.
2. All single-family residences erected on the lots shown on the plat of Ridgeview Place Subdivision, recorded in Plat Book 5, Page 128, in the Oldham County Court Clerk's Office, shall contain the following minimum square feet of living space, not including garage, breezeways and/or open porch, utility areas, unfinished basement areas, and attic space, to-wit:
 - 2-A. A one-story residence shall have a minimum of twenty-five hundred square feet of living space, and for purposes of computing the total square footage involved herein one-half (1/2) of the total number of square feet contained in a finished walk-out basement shall be considered as part of the total number of square feet required herein provided that the finished basement is of similar design and character as the finished floors immediately above.
 - 2-B. All other residences shall contain a minimum of three thousand square feet of living space, and for purposes of computing the total square footage involved herein, one-half (1/2) of the total number of square feet contained in a finished walk-out basement shall be considered as part of the total number of square feet required herein, provided that the finished basement is of similar design, and character as the finished floors immediately above.
3. Residences shall be designed and constructed in a manner so that the garage entrance is not part of the front elevation of the house, and that the entrance is part of the side or rear elevation.

4. All single family residences erected on any lot shall have exterior walls of either brick, brick veneer, stone, stone veneer, treated wood clapboard, or vertical wood siding. No residence shall be constructed whose exterior is concrete block. Any other material not enumerated herein which is sought to be placed upon the exterior of any residence shall be first approved by the Board of Directors of the Association as provided for in paragraph 9 herein. There shall be no detached buildings or garages.
5. Any fence erected on any lot which is subject to these restrictions may be of plank, picket, or wood rail. If constructed of plank or wood rail, said fence must be of open construction if constructed vertically. Horizontal built wood plank, or rail fence shall be of open construction, with a minimum of three (3) rails, or three (3) panels. No fence shall be erected closer to the front than the rear wall of the house without approval of the Board of Directors of the Association. Any fence so constructed shall not exceed fifty-four (54) inches in height unless the fence is constructed around a swimming pool in which case it shall be allowed to comply with the most strict height and design standards specified by a State law, County ordinance, or insurance requirement.
6. Driveway culverts shall have headwalls of concrete, or may be of brick or stone to match exterior of house.
7. The natural drainage of ground water will not be altered from building site to building site. Site grade alterations will be done for the purpose of pitching water away from the house and filling in low spots. There will be no cutting of swales for drainage, or filling on feeder roots of trees. The ground water that drains naturally from site to site is considered natural, and no homeowner can require another homeowner to change this natural drainage on his/or her lot.
8. All lots in Ridgeview Place Subdivision are subject to the easements for electrical, telecommunication, water, and sanitary sewers as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat, with rights of ingress and egress.
9. It is the purpose of the parties hereto to provide that only residences of good design and suitable material be erected on the lots in said subdivision. The plans and specifications for the erection, or alteration of any building, fence, wall, or other structure, and for the grading of the land, must be approved by the Board of Directors of the Association as hereinafter named before work is begun. The plans submitted must show the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost of each structure, and must be accompanied by a site plan of the lot setting forth the exact location of the proposed structure, and the grading plan of the lot. Copies of the plans and specifications must be left with the Board of Directors of the Association or their assigns, and they shall have the right to refuse to approve in whole, or in part any such plans and specifications which are deemed by it to be not suitable, or desirable, and in so passing upon such plans and specifications, the Board of Directors of the Association shall take into consideration the suitability of the proposed structures to the sites upon which they are to be erected, the harmony thereof with the surroundings, the preservation of the natural setting,

and the effect of the proposed building, or other structures or roadways, and the outlook from the neighboring property. The Oldham County Planning and Zoning Commission will not issue a building permit unless the board has approved the building, and site plans. If a residence is started prior to the approvals, a stop work order will be immediately put on the house until all approvals are obtained. If the Board of Directors of the Association, or its assignee has not acted upon the plans and specifications within seven (7) days after the submission of the plans referred to herein, then by its inaction, the Board of Directors of the Association or its assignee shall be deemed to have waived its rights, and the Oldham County Planning and Zoning Commission shall approve and issue a building permit.

10. [Intentionally Omitted].

11. In order to provide for the continued maintenance and upkeep of the streets and roadways in Ridgeview Place Subdivision, and to establish an equitable and orderly financing plan for preserving the usefulness and appearance of the drainage and other facilities and areas therein, there is hereby imposed on each of the lots therein a maintenance and improvement assessment as further set out below, and there is hereby provided for and established the Ridgeview Place Subdivision Property Owners Association (herein called the Association), in which the owner, or owners of each lot in said Ridgeview Place Subdivision shall, upon acquisition of title, be deemed to hold one membership, and be entitled to one (1) vote, or voice in the organization of and in the conduct of the affairs and business of the Association, which membership, and voting rights shall pass, with title, to the succeeding owner, or owners of such lot. The Association shall elect a Board of Directors of five members which shall manage the affairs of the Association. The Board of Directors of the Association shall have the specific authority to establish any new services or regulations which it determines will be for the mutual use or benefit of the owners and occupants of Ridgeview Place Subdivision.

12. At such time as 50% of the lots affected herein have been sold, or transferred to others by the owner, said Association shall meet and formally organize, upon notice to those members as defined above residing in Ridgeview Place Subdivision, which notice must be issued or circulated by or on the initiative of any three (3) or more of such resident members. Procedures of organization and conduction of the business and affairs of the Association shall be those democratic procedures and processes usual and normal to such organizations, and may be established, re-established and altered according to need by appropriate action of the membership. The Association may elect to use another name or designation of its choice, and may choose to incorporate.

13. The Association shall assume and have responsibility for the maintenance and upkeep of and the appearance of the streets and ways in Ridgeview Place Subdivision, of its storm drainage facilities and areas, and of any public areas, lighting, and other services installed or established for the mutual use and benefit of the owners and occupants of the lots therein.

14. The Association shall be responsible for the receiving and collection of, safe keeping

of, and expenditure of the maintenance funds and assessments herein provided for. All moneys collected and received by it hereunder shall be placed on deposit with and disbursed by check or draft drawn on a federally insured bank or depository.

15. On the date to be set by the Association, but in no event later than when 75% of lots are sold, each of the lots in Ridgeview Place Subdivision on which a residence has been constructed shall be subject to a maintenance and improvement charge and assessment becoming due and payable to the Association. The amount of the assessment shall be determined annually by the Board of Directors of the Association; provided, however, adjoining unimproved lots shall not be assessed at a rate higher than Twenty-five Dollars (\$25.00) per lot. Assessments shall be due and payable on January 1 of each calendar year beginning on the first January after the organization is formed. The assessments shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Such lien may be enforceable by foreclosure in the manner that mortgages are foreclosed. The lien of the assessments shall be subordinate to the lien of any valid and bona fide first mortgage on any lot. Sale or transfer of any lot shall not affect the assessment lien or other liens provided for in this Third Amended and Restated Declaration of Restrictions. The Association shall have the right to file a notice of lien for any past due assessment in the Office of the Clerk of Oldham County, Kentucky.

16. During construction, building contractors are prohibited from dumping, or burying rubbish, trash, or garbage on the construction site, or any other lot in Ridgeview Place Subdivision. Trash, garbage, waste materials, or debris shall be placed for collection in containers provided by a commercial waste disposal company.

17. No more than one (1) sign shall be placed on any lot subject to these restrictions, and said sign shall not be larger than one and one-half feet by two feet (1-1/2' x 2'), other than signs erected by a builder or contractor to advertise the property during the construction, and sale period.

18. To permit rapid access by emergency and public safety vehicles, and to avoid congestion within the Subdivision, parking is restricted as follows:

(a) All automobiles shall be parked in driveways or garaged, except as provided in subparagraph "b". No automobile shall be continuously or habitually parked on any street or public right-of-way in the Subdivision.

(b) If any resident has a social gathering, then on street parking shall be permitted for a reasonable period of time. Such parking shall not block streets or driveways nor occupy any grass or landscaped areas of Subdivision property.

(c) No trailer, truck, (except small pickup trucks), motorcycle, recreational vehicle, 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 vehicle which is inoperable shall be parked or kept on any lot (except in the garage) or on any street in the Subdivision.

19. Commercial vehicles owned and/or driven by the homeowner or resident of any lot in the Subdivision, or by any guest, or any invitee of any homeowner or resident may not be parked in the

Subdivision. Such vehicles owned by third-party builders, contractors or repairmen engaged in permissible construction or repairs in the Subdivision may be parked in the Subdivision during actual work, and in the homeowner's or resident's driveways whenever reasonably possible. For the purposes of this restriction, "commercial vehicles" shall include any vehicle which requires a Commercial Driver's License (CDL) to operate, or which displays the name of a commercial business or activity.

20. No animals, including 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 they are not kept, bred, or maintained for any commercial or breeding purposes.

21. No noxious or offensive condition, trade, or activity shall be permitted or carried on upon any lot, nor shall anything be done thereon which may be or hereafter become an annoyance, or nuisance to the lot owners in Ridgeview Place Subdivision.

22. All lots shall be properly mowed and maintained to the extent that any grass growing thereon shall not exceed nine (9") inches in height, with exceptions of rear areas of lots on the ridge line, or rear areas of lots in heavy wooded areas. The Association and its agents or designees, upon approval of the Board of Directors of the Association, shall have the right to enter upon any lot that violates the foregoing restriction in this Section 22 for purposes of mowing the grass on such lot. In such event, the owner of any such lot shall, on demand, reimburse the Association for the cost and expense incurred by the Association to mow any such lot, with such cost and expense being deemed to be an additional assessment on such lot with the same lien and collection rights as are granted to the Association pursuant to Section 15 hereof. The Association as herein provided, its successors, and/or assigns reserves the right to approve or disapprove the general appearance and condition of any lot.

23. A public water supply and sanitary sewer system shall be furnished to the residents of Ridgeview Subdivision by Goshen Utilities/Aqua Source Inc., a utility company under the regulation of the Kentucky Public Service Commission, or any successor thereto.

24. Any of the restrictions imposed herein may be altered or abolished by an agreement among the owners of more than fifty percent (50%) of the lots in the Subdivision, acknowledged and properly recorded, and such alteration or abolition shall thereafter be binding on all lot owners of the lots in the Subdivision.

25. These Restrictions may be enforced by the developers, their successors or assigns, the Association, or any lot owner; provided, however, that failure to promptly enforce any of the Restrictions or covenants contained herein or as shown on the Record Plat shall not be deemed a waiver of the right to enforce them thereafter, and the invalidation of any of the covenants or restrictions contained herein by judgment of any competent Court shall in no wise affect any of the other Restrictions and covenants which shall remain in full force and effect.

26. All the Restrictions and provisions herein shall be deemed to be covenants running with the land, and binding upon the parties hereto, their heirs, assigns and successors, and to each purchaser, his heirs, successors and assigns, and shall be in full force and effect from the date of the recordation of the Record Plat, and shall apply to all lots.

27. This Third Amended and Restated Declaration of Restrictions is and shall for all purposes be deemed to be a further amendment and restatement of the Second Amended and Restated Declaration of Restrictions, which amended and restated the Declaration of Restrictions recorded in Restriction Book 7, Page 79 in the Office of the Clerk of Oldham County, Kentucky (the "Original Declaration of Restrictions"). This Third Amended and Restated Declaration of Restrictions does not constitute a novation of the First Amended Declaration of Restrictions or of the Original Declaration of Restrictions.

Dated this 16 day of October, 2017

RIDGEVIEW PLACE HOMEOWNERS' ASSOCIATION, INC.

By:



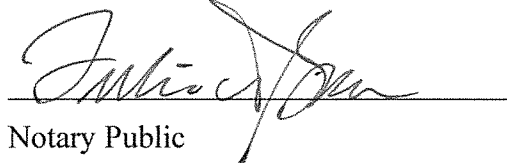
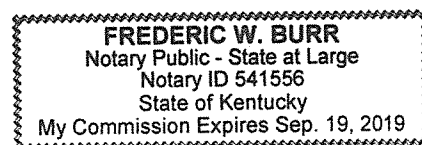
J. DAVID CHAPMAN II, President

COMMONWEALTH OF KENTUCKY }

COUNTY OF OLDHAM }

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I hereby certify that the foregoing Third Amended and Restated Declaration of Restrictions of the Ridgeview Place Homeowners' Association, Inc. was acknowledged and sworn to before me this 16th day of October, 2017, by J. David Chapman II, an officer of the Ridgeview Place Homeowners' Association, Inc., a Kentucky Non-Profit Corporation.


Notary Public

PREPARED BY
FREDERIC W. BURR
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