

**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**RIVERBEND LANDING**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published by Venture Developers, Inc. (herein, the "Declarant" and/or the "Developer"), and Green Grass Construction and Real Estate Development, LLC, a/k/a Green Grass, LLC, ("Green Grass");

WHEREAS, the Declarant is the owner of real property described on Exhibit "A" attached hereto and incorporated herein by reference, a plat of a portion of which is of record in Plat Book 36, Page 70-71, in the Warren County Court Clerk's office for Warren County, Kentucky;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of Riverbend Landing;

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future owners and occupants of or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Riverbend Landing; and

WHEREAS, Green Grass joins in this Declaration because of its ownership of Lots 50, 51, 57, 58, and 59 as shown on the Plat.

NOW, THEREFORE, Declarant, and Green Grass, declare as follows:

**ARTICLE I**  
**Definitions**

The following words when used in this Declaration or any supplemental or amended declaration hereto (unless the context shall prohibit such) shall have the following meanings:

(a) "Architectural Reviewer" shall mean and refer to the Developer, until such time as architectural control shall have been transferred to the Association, as provided in this Declaration, and thereafter shall refer to the Association, whether acting through its Board or through a committee.

(b) "Association" shall mean and refer to Riverbend Landing Homeowners' Association to be organized as set forth and as provided for herein.

(c) "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Building" shall mean and refer to the single-family residential building which may be built on each lot.

(e) "Common Area" shall mean and refer to any and all portions of the subdivision as now or hereafter shown on a plat which is not a portion of a platted building lot.

(f) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to Riverbend Landing and which is recorded in the office of the Warren County Court Clerk in Bowling Green, Kentucky.

(g) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat.

(i) "Majority of Owners" shall mean and refer to the holders of more than sixty-six and two-thirds percent (66 2/3%) of the total votes of the Members.

(j) "Member" shall mean and refer to any person or persons who shall be an Owner, and as such shall be a Member of the Association.

(k) "Riverbend Landing" shall mean and refer to that certain residential community known as Riverbend Landing, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and described in Exhibit "A" attached hereto and incorporated herein by reference.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is part of Riverbend Landing, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(m) "Plat" shall mean and refer to the Plat of Riverbend Landing, of record in Plat Book 36, Page 70-71, together with such additional plat or plats as may be recorded with respect to Riverbend Landing, and all amendments, additions, and revisions to all such plats as are recorded in the office of the Warren County Court Clerk, and any additional or amended plans filed with regard to Riverbend Landing.

(n) "Person" shall mean and refer to a natural person, as well as corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(o) "Property" or "Properties" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by reference, including all Lots shown on the Plat.

**ARTICLE II**  
Properties Subject to this Declaration

**SECTION 2.1. Subjection of the Properties to Declaration.** The Declarant, and Green Grass as legal title holders in fee of the Properties, hereby submit and subject the Properties to the provisions of this Declaration. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Lot, by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

**ARTICLE III**  
**Architectural and Engineering Control**

**SECTION 3.1. Approval of Plans and Specifications.** No building, fence, gazebo, outbuilding, wall, pool, or other structure of any type (including a detached garage) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of and landscaping for the same shall have been submitted to and approved in writing by the Architectural Reviewer, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration. The Architectural Reviewer shall, at its sole discretion, retain the right to disapprove building plans that it does not feel are in harmony with the intended design of the Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. In the event the Architectural Reviewer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with. The Architectural Reviewer may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No building shall be constructed except in accordance with the plans and specifications approved by the Architectural Reviewer.

**SECTION 3.2 Architectural Control.** After the Developer shall have conveyed title to eighty percent (80%) of the Lots, the Architectural Control shall be vested in the Association, acting through its Board, or to such architectural committee as the bylaws of the Association shall authorize, which committee shall be composed of at least three (3) or more members of the Association. Notwithstanding the foregoing sentence, Developer may at any time relinquish architectural control and transfer Architectural Control to the Association, so long as the Developer shall have transferred at least sixty percent (60%) of the Lots. For the purposes of this Declaration, "Architectural Control" shall mean the authority to review, approve, or reject all plans and specifications of buildings, fences, gazebos, outbuildings, walls, pools, garages, or other structures as provided in this Declaration.

**SECTION 3.3. Construction and Foundation Location Approval.** The Owner, prior to the commencement of construction, shall cause a licensed surveyor or licensed engineer to locate the building on the Lot in accordance with the site plan submitted and approved as set forth in Section One of this Article.

**SECTION 3.4. Building Materials.** Foundations shall be split-faced block, brick, or stone, or a combination thereof, and shall extend to the ground level. No mobile homes or manufactured housing will be allowed on the property.

**SECTION 3.5. Minimum Size.** The ground-floor area of a one-story house shall be, exclusive of garages and porches, a minimum of 800 square feet. Residences which are 1-1/2 stories or 2 stories shall have a minimum of 800 square feet on the first floor, exclusive of garages and porches; provided, however, all homes located on Lots which are contiguous to property lines of Lots located on Donald Drive, at the north end of the property shall consist of at least 1,100 square feet and shall have a minimum of three (3) bedrooms per residence. The floor areas referred to in this section are those areas that are heated and cooled finished living space, and shall not include finished basement areas, even if said areas are heated and cooled.

**SECTION 3.6. Landscaping, Driveways.** All driveways shall be surfaced with concrete or asphalt and must be finished within ninety (90) days of occupancy of the residence. No gravel or dirt driveways shall be permitted. After the construction of a residence, the Owner shall within sixty (60) days grade, seed, and straw or sod the entire Lot and the unpaved right of way of any abutting streets and install foundation landscaping in keeping with the character of the surrounding Lots, and the Architectural Reviewer shall have the authority to review and request revisions, changes, or supplements to such landscaping. Provided, however, that this section shall not prohibit gardens in the rear yards or decorative flower beds.

**SECTION 3.7. Mail and Paper Boxes.** Each Lot shall be serviced by a mail and paper box. The mail and paper box shall be constructed of a common design as approved and specified by the Developer, or by the Association after architectural control shall have been transferred to the Association.

**SECTION 3.8. Drainage and Culverts.** Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Neither Owners shall be permitted to change the ditch line and elevation as approve by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the Plat in such a manner as the streets will not be disqualified for acceptance into the public road system.

**SECTION 3.9. Auxiliary Structures.** No above ground pools shall be allowed on any Lot. Garages or other auxiliary structures on any Lot shall be built with the same construction materials as the principal residential structure on the Lot and shall be subject to approval as provided in Section 3.1.

**SECTION 3.10. Fences.** Fences in the Subdivision shall be constructed in a limited number of designs and building materials as furnished and approved by the Developer or by the Association after architectural control shall have transferred to the Association.

#### **ARTICLE IV** Use Restrictions

**SECTION 4.1. Land Use; Buildings.** 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, not to exceed two (2) stories in height, excluding the basement, a garage, and an approved auxiliary building or out building, or approved fences, pools and related improvements all of which must be approved in advance as provided in Article V. Any out building or auxiliary building must be constructed of the same materials as the principal structure on the lot and have a roof with a pitch of at least 6/12.

**SECTION 4.2. Setbacks.** No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines shown on the Plat, for said respective lot.

**SECTION 4.3. Nuisances.** 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.

**SECTION 4.4. Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any Lot except temporary tool sheds, field offices, or field sales offices, used by a builder or the Developer, which shall be approved by the Developer and removed when construction or development is completed.

(b) No outbuilding, trailer, recreational vehicle, bus, 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, recreational vehicle, bus, boat, truck, or commercial vehicle shall be parked or kept on any lot at anytime unless housed in a garage or basement. No inoperable vehicle shall be parked or kept for longer than 24 hours on any Lot (except in the garage) or on any street. No trailer, boat, truck, or any other motorized or non-motorized vehicle except an automobile, shall be parked on any street in the subdivision for a period in excess of forty eight (48) hours.

**SECTION 4.5. Animals.** No animals, including reptiles, livestock or poultry or 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.

**SECTION 4.6. Clothes Lines.** No outside clothes lines shall be erected or placed on any Lot.

**SECTION 4.7. Business Home Occupations.** No trade, business, profession or occupation of any kind shall be conducted on any Lot except that owners occasionally may receive business calls at their home. Nothing shall be done on any Lot which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within six (6) months from completion of the house.

**SECTION 4.8. Signs.** No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than eight (8) square feet; except that Developer shall have the right to erect larger signs when advertising the development. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

**SECTION 4.9. Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or by a visual screen from the street and side lots. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as not to be visible from any street or lot. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty day notice delivered or mailed to his last known address to keep his lot free of such unsightly growths or objects, the Developer or the Association may enter upon

the Lot and remove the same at the expense of the Owner and such entries shall not be deemed as trespass. Any cost or expense so advanced shall be and become a lien on the Lot which shall be collectible and enforceable as an unpaid assessment.

**SECTION 4.10. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; any all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**SECTION 4.11. Repair of Vehicles.** No vehicles of any type shall be parked on a Lot for purposes of accomplishing repairs thereto or the reconstructions thereof. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

**ARTICLE V**  
Exterior Maintenance

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass on Vacant Lots shall not be allowed to grow more than 15 inches before mowing is required and grass on occupies shall not be allowed to grow to more than 10 inches before mowing is required. Should any Owner fail to do so, then in addition to maintenance upon the area designated as a Landscape easement, the Association shall be authorized to perform exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Any cost or expense incurred or advanced to perform such maintenance shall be and become a lien on the lot which shall be collectible and enforceable as an unpaid assessment.

**ARTICLE VI**  
Easements

Permanent easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. A temporary construction easement twenty-five (25) feet to each side of any easement shown on the Plat is reserved for the use of Developer until such time as all improvements in the Subdivision have been dedicated to and accepted by the appropriate governmental authority. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**ARTICLE VII**  
General Provisions

**SECTION 7.1. Enforcement; Lien.** The Association, the Developer, or any Owner (except in a case where this Declaration specifically authorizes action by the Developer or the Association) shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of

the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, the Association after architectural control shall have transferred to the Association, may take such action as is necessary to comply therewith, and the Owner, within thirty (30) days of written demand, shall reimburse the Association for the expense incurred by the Association in connection with enforcing this Declaration and/or the expense incurred by the Association in connection with bringing the Owner and/or its Lots into compliance with this Declaration. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorneys fees, and other fees and expenses, shall constitute a lien on the lot and the Association may, but shall not be required to, file a notice of such lien in the office of the Warren County Court Clerk. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

**SECTION 7.2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**SECTION 7.3. Amendment.** The Developer shall have the authority to amend this Declaration at any time, so long as the Developer remains an owner of at least 120 lots, (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer). This Declaration may be amended by an instrument signed by not less than 85% of the Owners of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded and shall only be effective when placed of record in the appropriate public records of Warren County, Kentucky. For purpose of this section, the Developer shall be deemed to be the owner of three (3) Lots for every whole acre of the Property for which a subdivision into lots has not yet occurred (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer).

**SECTION 7.4. Rights and Obligations.** Each Grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Lot Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. All rights, benefits, and privileges of every character imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

**ARTICLE VIII**  
**The Association**

**SECTION 8.1. Membership.** The Owner of any Lot, including the Declarant and the Developer, upon acquiring record title, shall automatically then become a member of the Association and shall remain a member until he is no longer the record title Owner of said Lot for any reason, at which time his membership in the Association shall automatically cease. Membership is mandatory upon acquisition of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**SECTION 8.2. Voting.**

(a) Number of Votes. The Association shall have two (2) classes of voting membership:

i. Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot must be cast as a unit; and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves, then they shall lose their vote.

ii. Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Developer, and Developer shall be deemed to be the owner of three (3) Lots for every whole acre but for which a subdivision into lots has not yet occurred (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer). Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

B. Whenever, in its discretion, the Developer so determines.

**SECTION 8.3. Duties of the Association.** In addition to the powers delegated to it by the heretofore mentioned Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas.

(b) Assessments. To levy assessments on the Owners of Lots, and to enforce payment of such assessments.

(c) Rights of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof. All expenses relating to any such action or suit including, but not limited to, court costs, attorney's fees, expert fees, and the like, shall be payable by the lot owner or owners against whom such action is brought when the action against such lot owner has been successful, and all such costs and expenses shall be and become a lien on the lot or lots which shall be collectible and enforceable as an unpaid assessment.

**ARTICLE IX**

**Covenant for Maintenance Assessments**

**SECTION 9.1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay such Assessments as



may be assessed hereunder and under the Bylaws of the Association. Any Assessment, and any other obligation of a lot owner to pay money to the Developer and/or Association, when established, shall, together with any reasonable attorney's fees, court costs, and other fees and expenses incurred by the Association in connection with collection and enforcement of same, become a charge with the land, and constitute a lien upon the Lot. In the event any assessment remains unpaid for a period of thirty (30) days after written notification from the Association to the Lot owner the assessment is due, the Association shall be entitled, but not required, to place a Notice of Lien with respect to said assessment on said Lot of record in the Office of the Warren County Court Clerk. Any lien created by the Declaration shall be deemed to be subordinate to any mortgage granted by a lot owner to a lender.

**SECTION 9.2. Annual Assessments.** From and after the date of the sale of the first Lot to anyone other than the Developer, the Association shall set an annual assessment which shall be paid by all Owners, in advance, prorated so that the due date of the assessment for each subsequent year shall be January 1st. No assessment shall be due for the year 2004. The first billing cycle shall be January 1, 2005, for the year of 2005, at which time the first annual assessment shall be set at \$75.00. The annual assessment shall be paid by all Owners, said assessment taking into consideration current costs and those future needs which the Association decides to meet. Developer shall not pay an annual assessment on the Lots it owns.

**SECTION 9.3. Special Assessments.** In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy percent (70%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present. Such special assessments shall be due and payable on the date or dates which are fixed by the Resolution authorizing such special assessment.

**ARTICLE X**  
Execution by Declarant

Venture Developers, Inc. and Green Grass Construction and Real Estate Development, LLC, a/k/a Green Grass, LLC, have executed this Declaration of Restrictive Covenants because of their ownership interests in the real property constituting Riverbend Landing, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

This 4th day of August, 2004.


VENTURE DEVELOPERS, INC.

By: 

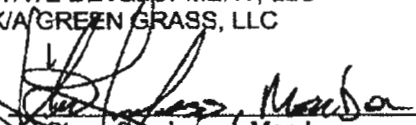
Tim Poston, President

COMMONWEALTH OF KENTUCKY  
COUNTY OF WARREN

Acknowledged before me this 4th day of August, 2004, by Tim Poston, President of Venture Developers, Inc., a Kentucky corporation, named above to be his free act and deed, on behalf of the corporation.

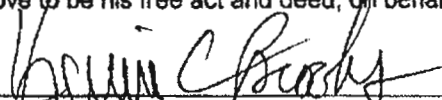
  
Notary Public, State-at-Large  
My Commission Expires: 7-30-07

GREEN GRASS CONSTRUCTION AND REAL  
ESTATE DEVELOPMENT, LLC  
A/K/A GREEN GRASS, LLC

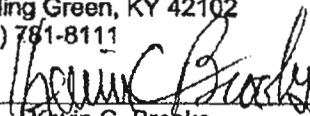
By:   
Steve Snodgrass, Member

COMMONWEALTH OF KENTUCKY  
COUNTY OF WARREN

Acknowledged before me this 4th day of August, 2004, by Steve Snodgrass, Member of Green Grass Construction and Real Estate Development, LLC, a Kentucky limited liability company (a/k/a Green Grass, LLC), named above to be his free act and deed, on behalf of the company.

  
Notary Public, State-at-Large  
My Commission Expires: 7-30-07

PREPARED BY:  
BELL, ORR, AYERS & MOORE, P.S.C.  
P.O. Box 738  
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By:   
Kevin C. Brooks