

AMENDED DECLARATIONS OF RESTRICTIONS

OF

NORTH RIDGE FARMS - OLDHAM COUNTY, KENTUCKY

WHEREAS, North Ridge Farms, Inc., a Kentucky Corporation, on November 5, 1993, recorded in the Office of the Clerk of the County Court, Oldham County, Kentucky, a Declaration of Restrictions of North Ridge Farms; said Declarations of Restrictions are recorded in Restrictions Book 5 page 331, with amended restrictions altering said deed restrictions and incorporating North Ridge Farms Section II Phases I and II into the restrictions, and filed at Restrictions Book R6 page 248, and Restrictions Book R6 page 323, respectively, Office of Clerk aforesaid, and

WHEREAS, the lot owners of North Ridge Farms have formed a Homeowner's Association known as "North Ridge Farms Homeowner's Association, Inc., a Kentucky corporation, (hereinafter "Association") to conduct the Homeowner's Association business;

NOW, THEREFORE, the lot owners of North Ridge Farms through their association, pursuant to a duly authorized vote taken on the during the months of May and June 2002 acting individually and collectively and representing at least fifty – one (51%) percent of the membership, desire to change, amend and alter the Declaration of Restrictions of North Ridge Farms as referenced above recorded in Restrictions Book 5 page 331, Restrictions Book R6 page 248, and Restrictions Book R6 page 323, Oldham County, Kentucky, Clerk's Office as follows:

1. The business of the Association shall be conducted by a Board of Directors who shall be elected from the general membership as called for in the bylaws of the Association. Directors are to administer the collection of the fees herein described and expend them primarily for the maintenance, upkeep and appearance of North Ridge Farms. The cost(s) of street lighting throughout North Ridge Farms, the water cost for irrigation at the front entrance, the irrigation system, the landscaping, the wood fences along route 22 and the stone columns along the front of lots #2 and #3, on Hwy. 22, shall be maintained by the Association.
2. Each lot owner in North Ridge Farms shall be assessed an annual fee in an amount to be determined by the Association. The proceeds from the annual assessment shall be expended at the discretion of the Association, its successors, or assigns. The annual assessment shall be due and payable by February 1 of each year. A late charge of \$25.00 will be added to any late payment, and an additional \$25.00 for *each thirty (30) days past due*. Purchaser's of property, (either lots or homes), in North Ridge Farms, who purchase property after the annual assessment is levied and upon which the annual assessment is unpaid, will pay a prorated assessment for the year in which they purchase. The amount due and payable will be based on the purchase date of the property, (lot or home), and will be calculated by taking the annual assessment levied for the year in which they became an owner or resident divided by 365 and multiplied by the number of days of ownership or residency remaining in the calendar year of the purchase. The foregoing annual assessment charge shall constitute a lien upon each lot until paid.
3. All lot owners and homeowners who have paid the fees adopted by the North Ridge Farms Homeowner's Association shall automatically become members of the association and shall be entitled to one vote per lot.
4. The Board shall make an annual accounting to the membership of all funds collected and distributed. Association funds shall be deposited in a federally insured financial institution and maintained in an account in the name of the Association. The Directors of said Associations shall have discretion of the use of assessment funds. The Association shall adopt bylaws and conduct all business pursuant to the terms of the by laws.

5. All lots shall be used exclusively for single family residences. No more than one dwelling house designed for occupancy by a single family shall be erected on any one lot. No trailer, mobile home, basement, tent, garage, outbuilding, or temporary structure shall be used as a primary residence on any lot. There shall be no home moved to a lot within the subdivision from another location.
6. No lot shall be divided or diminished in size. Adjacent lots may be combined for the purpose of constructing one residence thereon. However, the annual assessment shall be due on individual lots as originally platted without regard to any combination of adjacent lots.
7. All lots are subject to the easements for electrical, drainage, gas, water and telephone utilities as shown on the plat of North Ridge Farms.
8. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot unless it was the natural path of the water prior to construction. The damming of any stream or creek shall be prohibited, unless approved by the Association and all lot owners affected thereby including owners of lots downstream from the proposed dam.
9. Culvert pipes will be installed in the construction of driveways in order to maintain proper drainage. The pipe must be metal or concrete and at least fifteen (15) inches in height and twenty (20) feet long. Pipes shall be installed at the homeowner's expense prior to the start of construction. Culvert pipes and all drainage areas will be kept in proper working order. Any culvert pipe or like device that becomes clogged or fails to drain properly shall be repaired or replaced immediately. Any drainage device that allows water to stand, or to stop flowing, shall have proper repairs made immediately to correct the situation. Any and all work required shall be the responsibility of the owner of the lot which is causing the problem.
10. The purchaser of each lot agrees that they shall not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.
11. Before any excavation or construction of a residence in North Ridge Farms is begun, all building plans must meet the restrictions as stated herein and the building plan must be submitted to, and approved by, the Association or its assigns, who shall have the right to approve or disapprove any submitted plan. The approval, or disapproval, shall be in writing and made within thirty (30) days of receipt of the plans by the Association.
12. No improvements or changes, including without limitation any building, construction, placement of any structure, excavation, alteration of grade or any change which in any way substantially alters the exterior appearance of the lot from its theretofore natural or improved state, shall be commenced or permitted to begin on any lot unless such improvement has the prior written approval of the Association. There shall be no trees removed, no excavation made or building materials stored on the lot or construction started, until receipt of written approval from the Association and building permits are obtained from required governmental agencies.
13. Building materials shall not be stored on a lot prior to construction for a period of more than forty-five (45) days.
14. All residences erected on lots within North Ridge Farms must face the roads as shown on the plat. The location of residences on any lot within North Ridge Farms shall require a site plan approval. All approvals shall be requested by submission to the Association and shall include a complete set of building plans with specifications showing the type, colors and textures of building materials that shall be used in the construction and completion of the home.
15. Residences erected within North Ridge Farms shall have exterior walls of brick, brick veneer, stone, stone veneer or vinyl siding. No more than 30% of the exterior of any residence shall be vinyl siding. Any other materials shall first meet the approval of the Association, in writing, before construction begins. Each residence shall be compatible with the overall development of the subdivision. Geodesic domes,

underground homes, flat roofs, log homes, modular or sectional homes shall not be considered compatible to the intent of these restrictions and will not be permitted.

16. The front walls of residences, including bays and porches, must be set back from the front lot line at least the minimum distance shown on the recorded plat of North Ridge Farms. Sidewalls shall be located the minimum distance required by zoning or not less than fifteen (15) feet from the side property line. Any variances from these setbacks will only be considered for unusual circumstances such as lot terrain, preservation of trees, or conditions that would prevent the normal construction of a residence. Said variance must be approved, in writing by the Association and must conform to the zoning requirements of Oldham County, Kentucky.
17. Construction on residences shall begin no later than twenty-four (24) months after purchase of the lot and finished no later than **33** months of the purchase of the lot. If the owner of a lot needs an extension of time to start construction, the extension must be approved, in writing, by the Association.
18. All construction shall be confined to the boundaries of the lot under construction and the owner and/or builder shall be liable for damage outside his particular lot. The owner or builder shall be responsible for daily clean-up and removal of mud, rocks, etc., deposited on the road during construction.
19. Newly constructed residences built on lots within North Ridge Farms shall contain the following minimum square footages of floor space:
  - a. One floor plan residence: Minimum *1850* square feet on the main floor, not including garages, breezeway or porches
  - b. Two-story residence: Minimum *1300* square feet on the first floor and not less than *2600* square feet overall, not including garages, breezeway or porches
  - c. One and one-half story residence: Minimum *1400* square feet on the first floor and not less than *2000* square feet overall, not including garage, breezeway or porches
20. Newly constructed residences shall have a roof pitch of not less than  $7/12$  (7" rise per foot).
21. The builder/owner shall provide a pot-o-let style temporary privy/outhouse immediately upon the initiation of the excavation process and have it removed promptly upon completion of the residence.
22. All residences shall have attached garages for storage of cars, boats, motorcycles, campers, lawn tractors and accessories, motor homes, trailers of any type, and other vehicles or pieces of equipment. When the shape/terrain of a lot does not make an attached garage practical, a two car garage will be built in the basement and the residence must have a minimum of 20% more square footage than outlined in article #19 of these restrictions. The opening doors for vehicular entrances to any garage located on a lot in North Ridge Farms shall not face the front building line of the residence.
23. No residence shall be occupied until the exterior of the residence is fully completed in accordance with the plans and specifications as submitted and approved by the Association. All construction must be fully completed within one (1) year after ground breaking.
24. All driveways are to be either asphalt or concrete and must be completed prior to occupancy. Any other material used to complete the driveway must be approved beforehand by the Association.

25. All sidewalks within North Ridge Farms shall be 48 inches wide at all points and will be installed as shown on the approved construction plans on file with the Oldham County Planning and Zoning commission and the approved site plan. Sidewalks shall be completed prior to occupancy. In the event that a homeowner purchases two adjoining lots, sidewalks shall be installed on both lots at the expense of the lot owner. The grading of the land adjoining all sidewalks shall be maintained in such a manner that provides for no greater than a one (1) inch drop from the edge of the sidewalk to the grading of the land adjoining the sidewalk. Sidewalks of adjoining properties must meet in a manner consistent with ease of use by all residents of North Ridge Farms and shall be installed in such a manner as not to interfere with public utilities. Sidewalks damaged by the erosion of the sidewalk foundation will be repaired promptly by the lot owner. Repairs must be made in a manner that will remedy and eliminate the erosion problem. Said repairs may necessitate the installation of drainage pipes of sufficient size to handle the natural drainage without causing a backup of water. Repair of sidewalks and construction to eliminate erosion shall comply with items # 7, # 8, and item # 9 of these restrictions. In the event a homeowner purchases a lot that is adjacent to their existing lot upon which they have an existing residence, and the homeowner does not plan to build a residence on the lot, the homeowner is responsible for the immediate installation of sidewalks. If adjacent lots are purchased and a residence is built on one of the lots, sidewalks on the adjacent lot must be completed in conjunction with completion of the residence.
26. Any permanent outdoor structure to be erected on any lot within North Ridge Farms must have written approval of the Association before beginning construction.
27. No room addition or exterior improvement may be made to any existing home located within the North Ridge Farms without written approval of the Association.
28. The finished landscaping of lots must be completed within one (1) year after completion of the residence. Landscaping plants shall consist of “live” plants, shrubs, trees and flowers. Which shall be kept in good condition, trimmed and neat. Dying or diseased plants, shrubs, trees and flowers must be removed or replaced. Homeowners will not allow mulch or other landscaping or gardening materials to become noxious or offensive. Homeowners will not allow outside lighting, ornamental or security, to become noxious, offensive or annoying. All landscaping and ornamental items shall conform to usual and customary landscaping practices. North Ridge Farms Homeowner’s Association and its members reserve the right to proclaim what is and is not noxious, offensive or annoying.
29. All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, and properly cultivated. All lots shall be properly cut and maintained and kept free of trash and other unsightly material. No underbrush shall be permitted to grow or remain anywhere on lots within North Ridge Farms, exception in areas of natural drainage or naturally wooded areas where removal of the vegetation could result in erosion. The Association reserves the right to approve or disapprove of the general appearance and condition of any lot. All lots must be mowed every thirty (30) days between April 1 and October 30. If any owner fails to mow his/her lot, the Association reserves the right to mow it and charge the owner the prevailing market price for mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is paid.
30. If an owner or occupant of a lot defaults with respect to the following items, “a” and “b” below and the default continues for thirty days (30) days after written notice thereof to the Owner by certified mail, and without action from the property owner, the Association may take action to remedy the failure to correct the problem by:
  - a. cutting weeds and grass
  - b. removing garbage, trash and rubbish

The Association shall charge the Owner or occupant of the lot for the cost of such work. If the Association is not paid within thirty (30) days of completion of the work, then the charge will be a lien on the lot.

31. No lot shall be used as a dumping ground for rubbish, trash or other waste.
32. Garbage and other waste shall be kept in sanitary containers at all times. These containers shall be kept in a clean, sanitary condition and stored in an inconspicuous location.
33. Each lot owner shall, at his sole cost and expense, keep his residence under normal repair, keeping the residence in the same or comparable condition of said residence at the time of its initial construction, excepting only for normal wear and tear. All improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the specifications established by the association. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall, within one (1) year, rebuild, repair or reconstruct such residence in a manner which will substantially restore the residence and/or lot, as close as possible to its original condition. Any replacement of an existing home must adhere to the requirements of a new home being built within North Ridge Farms as laid out in these restrictions.
34. No swimming pools and or hot tubs measuring more than one hundred (100) square feet of water surface shall be constructed or maintained above the finished grade of a lot, except those constructed prior to April 30, 2002. Above ground pools built prior to April 30, 2002 and subsequently removed will not be reconstructed, except in accordance with the restrictions herein. All pools must be approved, in writing, by the Association, prior to the beginning of construction and installation. The following are minimum guidelines which must be met for Association approval:
  - a. All pools must be located behind the rear building line of the residence and as close as practical, to the rear of the residence.
  - b. All existing above ground pools must be completely surrounded by a wooden deck that is connected to the rear of the residence.
  - c. Landscaping must be installed around the perimeter of existing above ground pools to minimize all exposed portions of the pool wall.
  - d. A sketch showing the pool location, enclosure and proposed landscaping must be submitted for the Associations review and approval before installation begins.
  - e. All pool installations must meet all state and local compliance laws and restrictions. The associations review or approval of an installation does not indicate compliance with state and local codes. Compliance with said codes is the sole responsibility of the property owner.
35. All perimeter fences shall be four (4) plank, constructed of wood and painted black. Painting shall be accomplished within sixty (60) days of completed installation. Fences shall match the fences running along the drainage ditches of lots 2 & 3 in the front of the subdivision. Height shall not exceed 54 inches. Fences shall be erected no closer to the road than the rear line of the residence. All fences, including interior fences for special purposes, pool enclosures and dog pens, must be approved by the Association before beginning construction.
36. One outbuilding will be permitted on each lot for supplementary storage. All outbuildings shall be single story, neat in appearance and have exterior walls of brick, brick veneer, stone, stone veneer, clapboard, vertical siding or vinyl siding. Any other materials shall first meet the approval of the Association. No pre-used material will be allowed on the exterior of any outbuilding. No outbuilding shall have a flat roof or more than four hundred (400) square feet of floor area. The front of said outbuilding shall not be located more than fifty (50) feet from the rear property line, and no closer than twenty-five (25) feet from the side property lines. Variances will be considered for unusual circumstances. Any utilities to outbuildings must be underground. The plans and location of all outbuildings must be approved, in writing, by the Association. The approval process shall include submitting a complete set of plans, to include the building's site plan location, building size, and building materials to be used, before beginning construction.

37. No swing-sets, play houses, or other back yard structures shall be placed any nearer the road than the rear building line of the residence. Corner lots, whose rear building lines, when extended on the lot's site plan, intersect with roads that service North Ridge Farms, or other private drives of adjoining properties shall not place swing-sets, play houses, or other back yard structures nearer the road than the rear building line of the residence nor within twenty-five (25) feet of the side building lines of the residence.
38. The placing of any objects within the front yards of homes within North Ridge Farms shall be limited to normal and customary landscaping items. North Ridge Farms Homeowner's Association reserves the right to proclaim what is and is not considered normal landscaping items.
39. Concerning the placement of satellite dishes, television antennas and wireless cable antennas. Under no circumstances will satellite dishes greater than one (1) meter (39.37") in diameter, AM/FM radio antennas, amateur ("ham") radio antennas, Citizen's Band ("CB") antennas or Digital Audio Radio Services ("DARS") antennas be erected on any lot structure without the written approval of the Association. The Association advises all homeowners to place approved television and satellite dishes on their property in a manner that retains the overall attractiveness of the property and is in a location that is the least visible from the street.
40. Mailboxes will be uniform throughout the development. All mailboxes will be installed upon the completion of the residence at the homeowner's expense. Mailboxes shall be maintained and kept in good condition at all times and all parts shall be fully operational.
41. There shall be no permanent privies or outside toilets.
42. There will be no permanent clotheslines or clothesline poles located within the subdivision.
43. No item or structure shall be placed on any lot within the development that would constitute a "dangerous condition". North Ridge Farm Homeowner's Association reserves the right, within reason, to determine whether a "dangerous condition" exists, and to require immediate remedy of such.
44. No animals, including reptiles, insects, livestock (sheep, goats, swine, poultry, horses, cattle or other like animals) shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are kept for domestic purposes only and are not kept, bred or maintained for any commercial purpose. This implies that only 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. No pen or kennel for commercial purposes shall be allowed on any lot.
45. Pets shall not be permitted to run "free" but shall be kept within the dwelling, or in an approved fenced area, to include invisible electrical fences, located on the lot. Outside dwellings for pets may not be maintained unless they are designed and constructed so as to harmonize with the architectural and environmental development of a lot. All plans for the construction for such outside dwellings for pets shall be submitted to the Association for approval in advance of construction. The Association shall review such plans for approval prior to the beginning of construction.
46. No trailer, mobile home, motor home, bus, camper trailer, camping vehicle, boat, truck, or motorcycle, (excluding pickups, vans, minivans, and SUV's), shall be stored on any lot unless housed inside a garage or building. No truck (excluding pickups and SUV's), mobile home, motor home, bus, trailer, camper, camping vehicle, boat, recreational vehicle, motorcycle, commercial vehicle, or utility vehicle and equipment, including mowers, tractors and other lawn equipment or garden equipment, or other motor driven equipment shall be parked on any lot for a period of time to exceed 72 hours in any 30 day period. No vehicle designed or intended for commercial use, or principally used for commercial or recreational purposes, nor any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use, shall be parked, stored, kept or left standing upon any lot or street, (except in the case of

commercial vehicles during periods when actually necessary for the furnishing of services to the owner of a lot in NRF subdivision.) No vehicle shall be continuously or habitually parked on any street or public right of way. No inoperable or unlicensed vehicles will be permitted to be stored on any lot unless stored inside of a building. No automobile or other vehicle shall be parked in the yards of any lot. No automobile or other vehicle shall be rebuilt or dismantled on any lot unless within the confines of the homeowner's garage.

47. No trade or commercial activity or any type of commercial advertising shall be permitted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any owner of any lot in the subdivision.
48. All of the restrictions and provisions herein shall be covenants running with the land and binding upon lot owners, their heirs, assigns and successors. All of the restrictions and provisions herein shall be covenants running with the land and binding upon lot owners, their heirs, assigns and successors.
49. Any of these restrictions imposed herein may be altered or abolished by fifty-one (51%) percent of the lot owners in the subdivision, acknowledged and recorded as a Deed of Restriction and such alteration or abolition shall thereafter be binding on all owners of the lots in the subdivision.
50. The Association shall have the rights to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges nor or hereafter imposed by the provisions of these Restrictions. Failure by the Association to enforce any covenants or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
51. The Association, any of its members, the Board, or any of the Board's members shall not be held liable for any failure to enforce or seek enforcement of any of the provision of these Restrictions.
52. The invalidation of any provision of these Restrictions by judgment or court order shall not waive any other provisions of these Restrictions, and such other provisions shall remain in full force and effect.
53. Noxious or offensive conditions or activities shall not be permitted or carried on within North Ridge Farms, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. North Ridge Farms Homeowner's Association and its members reserve the right to determine whether or not a condition is, noxious, offensive, annoying or a nuisance.
54. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by this Declaration. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The North Ridge Farms Homeowner's Association shall assess a fine of not more than fifty dollars (\$50.00) per month, to any property owner found to be in violation of these Restrictions, after having received fifteen (15) days written notice of said violation. All costs, including legal fees required in the collection of enforcement of the provisions herein shall be reimbursed to the Association or its successors or assign by the lot owner or homeowner, and said costs will constitute a lien on the property until paid.
55. Upon failure of a lot owner to comply with these covenants, requirements, and obligations, the association, in addition to any other enforcement rights it may have hereunto, may take whatever action it deems appropriate to cause appropriate compliance. All costs incurred by the association in causing such compliance, together with the interest at such lawful rate as the association may from time to time establish, shall be immediately due and payable from the lot owner to the association, and the association shall be entitled to a valid lien as security for the payment of such costs incurred and interest. Said lien shall be effective from the date that the association certifies the lien to the county.

56. Every person who now or hereafter owns or acquires any right, title or estate in any portion of North Ridge Farms shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to this Declaration is contained in the instrument by which such person acquired an interest in a portion of North Ridge Farms.

**IN TESTIMONY WHEREOF, witness the signature of the party hereto, the date and year first above written.**

NORTH RIDGE FARM HOMEOWNERS ASSOCIATION

BY:  
CHAIRMAN – BOARD OF DIRECTORS

COMMONWEALTH OF KENTUCKY) )  
COUNTY OF OLDHAM ) )

Subscribed and sworn to before me by \_\_\_\_\_, Chairman of the Board of Directors of the North Ridge Farms Homeowners Association on this the \_\_\_\_ day of April, 2002.

My commission expires \_\_\_\_\_.

Notary Public