

RESTRICTIONS FOR
ROSETTA FOREST SUBDIVISION
BRECKINRIDGE COUNTY KENTUCKY

This Declaration of Restrictions made and executed by Gordon Board and Bennett Board, husband and wife, herein called Owners.

WITNESSETH: That the owners do hereby make and impose the following restrictions on the following described property located in Breckinridge County, Kentucky to-wit:

Being "Rosetta Forest Subdivision" as shown on plat of same recorded August 10, 1999 in Plat Cabinet A, Sheet 332, in the office of the Clerk of Breckinridge County Court.

The following restrictions, conditions, covenant and regulations pertaining to the use, ownership, and occupancy of the land in Breckinridge County, Kentucky, are to run with the land and shall be binding upon any owner or owners, or his or her heirs, personal representatives, successors, or assigns, as the case may be, of any of the lots, plat of which has heretofore been filed in the office of the Breckinridge County Clerk in Plat Cabinet A, Sheet 332, from the date of recording of said plat until fifteen (15) years thereafter (unless changed by an instrument signed by a 3/4 of the lot owners), at which time the same shall automatically be extended for successive periods of fifteen (15) years, unless an instrument signed by a 3/4 of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Each lot shall be considered as for one (1) vote for the purpose of determining the majority of the owners; however, the restrictions, conditions, covenants, and regulations may be changed any time by an instrument signed by 3/4 of the owners.

- A. The real estate described herein shall be utilized for residential purposes only.
- B. No more than one (1) head of livestock per acre may be kept on the premises. No hogs shall be allowed on any lots or tracts. No commercial raising or breeding livestock, poultry, or other animals shall be permitted.
- C. No tent, shack, barn, or other out-building erected shall be used at any time as a residence, temporarily or permanently, nor shall any structure or a temporary character be used as a residence.
- D. No junk, inoperative automobiles or unlicensed automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
- E. No noxious or offensive trade or activity shall be carried on upon the real estate, nor shall anything be done thereon which may become any annoyance to the neighborhood.
- F. The real estate shall not be used or maintained as a dumping ground for rubbish, trash,

garbage, etc., or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

G. Individual sewage disposal systems shall be located and constructed in accordance with the requirements, standards and recommendations of the Breckinridge County Health Department. Approval of such systems as installed shall be obtained from such authority.

H. No business or commercial activity of any kind shall be carried out upon the premises.

I. All lot owners are responsible for soil conservation practice, such as seed and strawing, to avoid such soil erosion, according to the county soil and water conservation office.

J. Property owners are responsible to comply with county highway department regulations for driveway installation. A proper culvert (15 inches by 24 feet) is to be installed at all driveway entrances when applicable.

K. All homes are to be 800 square above ground level, this does not include basements.

L. All manufactured homes must be approved by the developer with written consent only.

M. All homes and structures, both site built and manufactured, must be built and or installed according to regulations of Breckinridge County Planning and Zoning.

N. One residential dwelling per lot.

O. Any fences built by lot owners shall be at the lot owners' expense.

P. These restrictions may be enforced by an individual lot owner, or by the Subdivider. In the event any lot owner fails to comply with the foregoing restrictions and costs are involved in correction of the infraction, a lien against the property may be taken for reasonable costs incurred in the correction of the infraction by the party expending such costs, including a reasonable attorney's fee.

Q. Invalidation of any one of these covenants by judgement or court order, or by voluntary act as provided for in the prefatory paragraph shall in no way affect any of the other provisions which shall remain in full force and effect.

The survey source for "Rosetta Forest Subdivision", is as follows:

Deed recorded March 26, 1999, in Deed Book 258, Page 444, in
The office of the Breckinridge County Court Clerk.

We, the undersigned, Gordon Board and Bennett Board, his wife, owners of the aforesaid lots in Breckinridge County, Kentucky, a plat of which has been duly recorded in Plat Cabinet

At, Sheet 339, in the office of the Breckinridge County Clerk, have duly adopted and approved the above Covenants and Conditions of "Rosetta Forest Subdivision", and hereby state the said Covenants and Restrictions are to be read in connection with the plat thereof and the same were directed to be filed in the Breckinridge County Clerk's Office by the undersigned.

Robert Gordon
GORDON BOARD

Robert Gordon
BERNETT BOARD

Robert Gordon
BY: GORDON BOARD, See Power of
Attorney recorded in Deed Book 14,
Page 100, Breckinridge County Clerk's
Office.

STATE OF KENTUCKY
COUNTY OF Warren

I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that the above and foregoing document was this day produced, signed, and acknowledged before me in aforesaid state and county by GORDON BOARD and BERNETT BOARD, his wife, and he acknowledged that he executed the same as their free act and deed.

Given under my hand this 9 day of August, 1999.

My commission expires: 2-14-2003

Walter Biddle
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Robert Gordon
GORDON BOARD
1180 HILL GROVE RD
CUSTON, KY 40142

**ROAD MAINTENANCE AGREEMENT
ROSETTA FOREST SUBDIVISION**

Being "Rosetta Forest Subdivision" as shown on plat of same recorded August 12, 1999 in Plat Cabinet A, Sheet 339, in the office of the Clerk of Breckinridge County Court.

The developer(s), Kentucky Land Company, shall be responsible for maintaining the private road for two years after the road construction was completed on September 15, 1999. For the purpose of maintaining the private road, thereafter, a road district shall be formed by the lot owners within three years after the road is constructed. A road district consisting of three (3) directors shall be required to be formed and elected. A road district shall have the power to assess each lot an annual assessment for funds needed for road maintenance. The annual assessment shall be paid to the road district.

The developer(s), Kentucky Land Company, shall have no responsibility for maintenance of said private road after two years from the initial completion date of September 15, 1999, except to pay the annual assessment, if any, for any unsold lots. The annual assessment shall be based upon each lot. The road district shall place a lien against any individual lots for amounts remaining unpaid for a period of ninety (90) days after the date of notification of said assessment. Said road district shall be terminated at such time as the Breckinridge Fiscal Court takes over and assumes the maintenance of said road or at any time by agreement of seventy-five percent (75%) of the lot owners. For voting purposes, each lot shall be entitled to one (1) vote.

Gordon Board
GORDON BOARD

Bernett Board
BERNETT BOARD

BY: Attorney General
GORDON BOARD, Sec Power of
Attorney Recorded in Deed Book 14,
Page 100, in the office of the Breckinridge
Co. Clerk.