

***DIVIDING RIDGE  
PROTECTIVE COVENANTS***

**RESIDENTIAL USE:**

1. All lots at Dividing Ridge shall be used for single family, private residential purposes. No more than one (1) house shall be erected, placed or permitted to remain on any lot.
2. All dwellings shall be a Site/Stick Built or a Modular Home. Any dwelling constructed or placed on the premises shall meet the following conditions:
  - a) One Story (ranch style) home shall contain at least 1,400 square feet of finished living area.
  - b) Two story homes shall contain at least 1,600 square feet of finished living area.
  - c) All other style homes shall have at least 1,600 square feet of finished living area.
  - d) Living areas are exclusive of porches, breezeways, basements, and garages.
  - e) A modular home is defined as and Industrialized Housing Product built to the specifications of the Commonwealth of Kentucky Building Code and subject to inspection thereupon. Its mode of transportation is not part of or attached to its permanent structure.
3. No singlewides or doublewides are allowed.
4. No garage or unfinished single family dwelling, travel-trailer, single-wide or Singlewide Manufactured Home, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
5. Construction of the dwelling must be completed within (9) nine months of beginning construction of the dwelling.
6. Any accessory building(s) shall be placed to the rear of the house.
7. Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
8. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 1/2 feet).

**CONSTRUCTION PERMITS**

1. Prior to any construction, each lot owner must obtain the appropriate permit from the following:
  - a) Driveway permit and house number from the County Engineers.
  - b) Sewage disposal permit from the County Health Department
  - c) Building permit from the County Building Department.

**AUTOMOTIVE**

1. No worn out, discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Boats, trailers, motorcycles, recreational vehicles, or other similar items must be kept free from the public view.

**ANIMALS**

1. With the exception of 4-H projects, no swine or poultry shall be permitted on any lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted.

**BUSINESS/TRADE**

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.
2. No nuisance or obnoxious conditions shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly condition. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a cleaned and sanitary condition. Storing vehicles on the property at anytime is prohibited, unless there is inside storage.

**EASEMENTS**

1. Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.

**DURATION AND AMENDMENTS:**

1. No lot may be divided, split or subdivided in the future to create an additional building site, except by Countrytyme if it deems appropriate to accommodate proper design, relative home sizes or saving of trees. Countrytyme reserves the right to combine all or parts of any lot without the consent of any other lot owner.
2. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

**ENFORCEMENT**

1. Countrytyme shall not be obligated to enforce these covenants.
2. Any lot owner within Butler Woods shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme shall be not obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

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Signature

\_\_\_\_\_  
Date

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Signature

\_\_\_\_\_  
Date

(Final 05-2005)