

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR NORTHRIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

This DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTHRIDGE HOMEOWNERS ASSOCIATION, INC., made effective as of the 20th day of August, 2002, by the undersigned, being the owner of all of the real property presently comprising Northridge Subdivision as described in deed of record in Deed Book 838, Page 92, Deed Book 663, Page 262, Deed Book 761, Page 762, Deed Book 795, Page 508, Deed Book 761, Page 124, Deed Book 757, Page 238, Deed Book 678, Page 703 and Deed Book 718, Page 839, in the office of the Warren County Clerk.

Article I

Definitions

The following words when used in this Declaration, unless the context shall prohibit shall have the following meaning:

- (a) "Developer" shall mean Joseph Allen, his successors and assigns.
- (b) "Northridge" shall mean and refer to all lots of real estate as comprised within the deed and plat as set out above and as further set out under the provisions of Article II below.
"Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on the subdivision plat encompassing all or any portion of the real estate described in the Deed Book 838, Page 92, Deed Book 663, Page 262, Deed Book 761, Page 762, Deed Book 795, Page 508, Deed Book 761, Page 124, Deed Book 757, Page 238, Deed Book 678, Page 703 and Deed Book 718, Page 839 in the office of the Warren County Clerk, together with any and all improvements thereon. The definition of a lot shall include all or such portion of any plot of land or combination of platted and numbered plots of land separately described by such subdivision plat as available for use as a townhouse lot with an indicated "building envelope" for such a structure.
- (c) "Owner" shall mean or refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired titled pursuant to foreclosure of any proceeding in lieu of foreclosures.
- (d) "Association" shall mean Northridge Homeowners Association, Inc., a Kentucky non-stock, non-profit corporation.

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Article II

Property Subject to This Declaration

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and otherwise occupied subject to this declaration is located in the subdivision off Moorman Lane in Bowling Green, Warren County, Kentucky and comprises all real property, including building lots, easements and open space as more particularly described in deed of record in Deed Book 838, Page 92, Deed Book 663, Page 262, Deed Book 761, Page 762, Deed Book 795, Page 508, Deed Book 761, Page 124, Deed Book 757, Page 238, Deed Book 678, Page 703 and Deed Book 718, Page 839, in the office of the Warren County Clerk.

Article III

Land Use and Easements

Section 1. All property within the development is subject to the Statement of Binding Elements of record in Deed Book 809, Page 361, in the office of the Warren County Clerk.

RESTRICTIVE COVENANTS APPLICABLE TO THE R-2 ZONED RESIDENTIAL LOTS OF NORTHRIDGE SUBDIVISION, SECTION I

1. It is the intention of the grantor and developer to retain the right to determine in their sole discretion whether or not any proposed structure and the location of same upon the lot are in conformity and harmony with the existing structures in the same subdivision and the overall development goals of the grantor and developer. Accordingly, it is a requirement that the purchaser of any lot must submit to the grantor and developer, prior to any site preparation or commencement of construction, plans and specifications sufficiently detailed to reveal to the grantor and developer the type structure upon the lot and the landscaping plans for same in order that they may determine whether or not said plans and specifications are acceptable for the subdivision. This determination shall be made by the grantor and developer in their sole discretion after due consideration is given to all factors, aesthetic or otherwise, with regard to the acceptability of the plans and specifications. The decision of either approval or disapproval shall be fully binding upon the owner of the lot(s). Notice of approval or disapproval of the plans and specifications shall be given to the owner submitting same within five (5) days after they have been received by the grantor and developer for review, and in the event of failure on the part of the grantor and developer to give notice of disapproval,

then said plans and specifications shall be considered as approved. The grantor and developers are Kenneth Allen or Joseph Allen, 4520 Louisville Road, Bowling Green, KY or their respective successors or assigns

2. The ground floor area of the principal residence shall not be less than 1,200 square feet in the case of a one-story home and not less than 1,000 square feet in the case of a two or two and one-half story home. Basements, whether opening out to the ground level or otherwise do not count as square footage in the above requirements.
3. The above noted residence square footage requirements shall be exclusive of porches, patios, decks, breezeways, attics, carports, basements, garages and outbuildings.
4. Each residence may have a private and fully enclosed attached garage. The interior walls of all garages must be finished.
5. Exterior building materials shall be of brick, wood, stone or other modern architectural material such as aluminum or vinyl siding. In no case shall asbestos siding, asphalt siding or other similar materials be used in any part of the structure. All foundation exteriors must be clay-baked brick or split faced concrete block.
6. The exterior of any outbuilding or accessory building shall be of similar materials and style as the principal residence on that same lot and can only be one story in height. Plans for outbuildings, pool houses, gazebos, walls, fences and all other appurtenances shall require the same plan review and approval by the grantor and developer as described above.
7. Final lot grading shall conform to the developer's drainage plan, which has been approved by the City-County Planning Commission.
8. All exterior lighting shall be directed downward, or if decorative, shall be of a low wattage. All exterior lighting shall be designed and maintained in such a manner so as to light only the lot upon which the residence is located and shall not light any adjacent lots nor be designed in such a manner as to be intrusive upon any adjacent lots.
9. All lots shall be sodded or seeded to the edge of the street pavement at the time of building construction.
10. All driveways must be surfaced with concrete or bituminous concrete from the paved surface of the street to the end of the driveway and must be a minimum of eighteen (18) feet wide.

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11. No sign of any kind shall be displayed on any lot, except one sign not more than three square feet for advertising the lot for sale or rent, and excepting signs of the developer located on the common areas or lots of the developer advertising the sale of lots by the developer.
12. Each lot shall be maintained in a neat and orderly condition, whether having improvements thereon or vacant. Weeds and grass shall be cut when necessary and leaves, broken limbs and other debris shall be removed when necessary. In the event that an owner of a lot fails to maintain his lot in a neat and orderly condition, the developer may, at his discretion, enter upon such lot without liability and proceed to put into an orderly condition, billing the cost of such work to the owner. Said costs shall be a valid debt of the owner (and all successor owners) of the lot. Failure of the owner to pay said cost in full within thirty (30) days from receipt of a bill shall result in debt collection by appropriate legal action together with late charges at the rate of \$10.00 per month or fraction thereof, and reasonable attorney's fees and expenses related thereto.
13. No immoral, improper, unlawful, noxious or offensive use shall be made or carried on in any building or upon any lot, nor shall anything be done in any building or upon any lot which may be or which may become an annoyance or nuisance to the public or any other owner.
14. The developer shall not be responsible for the life and health of any trees upon any lot at the time of conveyance by the developer. After completion of all improvements, utilities, retention and storm drainage improvements, streets, etc., by the developer in accordance with all governmental requirements, the developer shall not be responsible for any repairs, maintenance, reconstruction, or other work thereon except during such time as the developer retains legal title thereto.
15. Outside clotheslines, short wave or "ham" radio antennas, short-wave towers and television antennas or other similar radio or television reception apparatus are prohibited unless approved by the developer.
16. No trailers, mobile homes, unlicensed vehicles, junk vehicles, immobile vehicles, commercial vehicles, personal trucks larger than pick-up trucks, or any other similar vehicle or similar pieces of equipment shall be parked or kept on any lot at any time, nor shall such vehicles be permitted to be parked in front of any residence. Due to the unsightliness created and possible annoyance to other lot owners, no extensive work such as dismantling and repairing of motor vehicles or machinery of any type shall be permitted upon any part of the property, except to effect emergency repairs.
17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, birds or other small animals customarily kept as

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- household pets, provided such pets are not kept, bred or maintained for commercial purposes. All such permitted pets shall not be allowed to run or stray upon adjacent properties.
18. No perimeter fence, wall, shrubbery fence or hedge shall be erected without the approval of the developer; however, in no event shall any perimeter fence, wall, shrubbery fence or hedge be erected closer to the street than the rear corner of the residence. Fencing material shall be wood, vinyl or chain link only.
 19. All mailboxes shall be of the same type and style required and defined by the developer.
 20. Each and all of the above restrictions, covenants, and conditions shall be enforceable by injunction or other appropriate legal action available to the developer or the owner of any lot and their respective successors and assigns.
 21. Unless cancelled, altered or amended under the provisions of this paragraph, these restrictions, covenants and conditions shall run with the land, shall be binding upon all parties and all persons claiming thereunder. These restrictions, covenants and conditions may be canceled, altered or amended at any time by an instrument in writing signed by not less than the owners of two-thirds (2/3) of the lots subject to these restrictions, covenants and conditions.
 22. Invalidation of one or more of these restrictions, covenants and conditions by judgment or court order shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect, not shall the failure of any of these restrictions, covenants or conditions be deemed a waiver of the violation of the right of the lot owner(s) to seek enforcement of these restrictions, covenants or conditions.
 23. The provisions of the covenants, restrictions and conditions are intended to be severable so in the event that any provision is ever declared to be invalid or unenforceable under any set of acts or for any reason that other provisions shall remain in effect.

Article IV

Design Review

Section 1: Design Review Committee. A Design Review Committee consisting of three persons who shall be the President of the Association, its Vice-President and one of its members at large as selected by Board of Directors of the Association. The Design Review Committee shall be responsible to the Board of Directors and the Association.

Section 2: Purpose. The Design Review Committee shall regulate and refer to the Board of Directors of the Associations for approval the external design, appearance and location of the Properties and of the improvements thereon in such a manner as (a) to promote those qualities in the environment which bring value to the Properties and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography. It is the intention that the Design Review Committee and the Board of Directors deal with the design concept of Northridge Subdivision as a whole, including such matters as signs, landscaping and site layout and such structures as antennas, basketball goals and swing sets, beyond the normal understanding of matters "architectural," in order to benefit the entire subdivision, economically and aesthetically, by fostering the attractiveness of the Northridge Subdivision.

Section 3: Requirement. No building, fence, wall, residence structure or projecting from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, tree removal, planting, change of exterior color or other work which in any way alters the exterior appearance of any lot or improvement be done, without the prior written approval of the Board of Directors regarding (a) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures, vegetation, topography, and the overall community design of the Properties, (b) the character of the exterior materials and (c) the quality of the exterior workmanship.

Section 4. Procedures. In the event the Board of Directors fails to approve or disapprove in writing an application within thirty days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse decision to the Association, which may reverse or modify such decisions by a two-thirds vote of those owners present and voting at a meeting at which a quorum is present.

Section 5. Objectives of Review. The Design Review Committee and the Board of Directors in examining applications for design approval shall consider the various aspects of design, with special emphasis on the following objectives:

- (a) Landscape and Environment. To prevent the unnecessary destruction or bighting of the natural landscape or of the achieved man-made environment.
- (b) Relationship of Structures and open Spaces. To ascertain that the treatment of build-up and open spaces is designed so that they relate harmoniously to the terrain and to existing buildings that have a visual relationship to the proposed development.

- (c) Protection of Neighbors. To protect neighboring owners and users by making sure that reasonable provisions have been made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property.
- (d) Circulation. To determine that the proposal facilitates appropriate pedestrian access, servicing and parking for all users including, where applicable, the handicapped, the very young, and the elderly.

Section 6: Guidelines. The Design Review Committee shall, subject to the approval of the Board of Directors of the Association, develop and promulgate policy guidelines for the application of the design review provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include special design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Subdivision. The policy guidelines are intended to assist the Design Review Committee, the Board of Directors, and the Owners of the Lots in the ongoing process of community design. They may be modified and supplemented from time to time by the Board of Directors of the Association.

Article V

Restrictions

Section 1: All shrubs, trees, grass and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping shall be completed as approved in writing by the Design Review Committee and the Board of Directors. All portions of lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way between the boundary of a lot and the pavement installed within the right-of-way shall be grassed by the adjacent and abutting owner and maintained by him as a portion of his lawn. Rock or gravel yards are prohibited.

The Association, acting by and through its Board of Directors, shall have the power and authority to contract for the maintenance and cultivation of the open spaces, recreational areas and easements designated for water retention or drainage. If the Association elects to provide said services, it shall be mandatory that the Owners of all lots utilize said services and provide access to their premises for the performance of landscape, maintenance and cultivation. The

costs for these services shall be paid by the Association as a part of the common expenses of the Association, thereby being paid by the lot owners through payment of their respective proportional shares of the common expense.

Section 2. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or material similar and compatible with that of the building or buildings on the lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the Board of Directors, no materials, supplies or equipment shall be stored on any lot except inside a closed building or behind a visual barrier, which shall screen such areas so that they are not visible from the neighboring streets, or lots.

Section 3: No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas, shall be permitted on the lot outside of the building except as approved by the Design Review Committee and the Board of Directors.

Section 4: No unsightly growth shall be permitted to grow or remain upon any lot and no refuse or any 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 (30) day notice mailed to his last known address to keep his lot free of such unsightly growths or objects, the Association may enter upon said lot and remove the same at the expense of the owner and such entries shall not be deemed a trespass. Said expense shall be allowed and become a lien on said lot.

Section 5: The Properties shall not be used in any manner to explore for or use commercially any water, hydrocarbons, minerals of any kind, gravel, earth, solid or any other such substances located in or under the ground.

Section 6: All windows, porches, balconies, and exteriors of all buildings on any lot shall at all times be maintained in a neat and orderly manner. Exterior of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the owner due to strikes, fires, or natural calamities.

Section 7: No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that owners and occupants may have dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute an annoyance or nuisance to the neighborhood.

Section 8: The Association of any lot owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restrictions, to restrain violation, to require specific performance and/or to recover damages;

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and against the land to enforce any lien created by these covenants; and failure by the Association or any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter. The expense of successful enforcement of these covenants and restrictions shall be chargeable to the owners of the lot or lots violating these covenants and restrictions and shall constitute a lien on said lot or lots, which lien, as with any other lien created herein to secure performance of these covenants and restrictions, shall be enforceable the same as any other involuntary lien by judicial sale of the premises in satisfaction of the indebtedness it secures, provided, however, any such lien shall be inferior to any prior period recorded mortgage, lien or vendor's lien. Any such lien may be evidenced by a notice of lien, which may be filed by the claimant in the Warren County Clerk's office.

Section 9: Failure to enforce any of the foregoing restrictions shall not be deemed a waiver of the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment or court order shall in no way affect any of the remaining restrictions and covenants which shall continue in full force and effect.

Section 10: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2025, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of two-thirds (2/3) of the lots of the Properties has been recorded, agreeing to the change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by owners of not less than two-thirds (2/3) of the lots of the Properties at any time. Any amendment must be properly recorded in the Warren County Clerk's office to be effective.

Article VI

Northridge Homeowner's Association, Inc.

The administration and supervision of the foregoing covenants and restrictions and all indicated open space or recreational areas and the adoption of rules and regulations governing the use of same shall be a Kentucky non-profit, non-stock corporation entitle "Northridge Homeowners Association, Inc," which shall be incorporated so as to include as members thereof all owners of lots of the Properties. The Association shall also provide such others services for the overall benefit of the owners as the Association may elect to provide. The objects and purposes of the Association may include, but shall not be limited to:

- (a) Maintaining all open space and recreational areas in a clean and sanitary condition and observing and performing all laws, ordinances, rules and regulations now or hereafter made by any governmental authority with respect to said areas. Providing for the maintenance and cultivation of the lawns, trees, shrubs, and other plantings located upon the lots of the Co-owner.
- (b) Enforcing design, architectural and environmental guidelines as established by the Design Review Committee under Article V above.
- (c) Overseeing the development of recreational, social, cultural and educational programs to meet the needs and interests of the Association members. The owner of any lot, upon acquiring title, shall automatically become a member of the Association and shall remain a member until such time as his ownership of such lot ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 1: The powers and duties of the Association shall be in accordance with this Declaration, the Bylaws of the Association and all Rules adopted by the Association. Specifically, the Association may:

- (a) Adopt and amend bylaws and rules and regulations.
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners.
- (c) Hire and terminate managing agents and other employees, agents and independent contractors.
- (d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more lot owners on matters affecting the subdivision.
- (e) Make contracts and incur liabilities.
- (f) Regulate the use, maintenance and repair of all open spaces and recreational areas; provide for the maintenance and cultivation of the landscaped areas of the individually owned lots.
- (g) Cause additional improvements to be made as a part of the open space recreational areas.
- (h) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property.
- (i) Grant easements, leases, license, and concessions through or over the open space and recreational areas.
- (j) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable charges for expenses incurred relative to violations of the declaration, bylaws and regulations of the Association.
- (k) Impose reasonable charges for the preparation and collection of unpaid assessments.

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- (l) Provide for the indemnification of its board of directors, officers and any executive board and maintain directors' and officer's liability insurance.
- (m) Exercise any other powers conferred by the Declaration or Bylaws.
- (n) Exercise any other powers that may be exercised in this State by legal entities of the same type as the Association.
- (o) Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 2: All charges, costs, and expenses incurred by the Association for or in connection with its operation; all liability for loss or damage arising out of or in connection with same, all premiums for hazard, liability and other types of insurance; and legal, accounting, management and other services shall constitute common expense of the Association, of which the lot owners shall be severally liable for their respective proportionate shares.

Section 3: No lot owner may except himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot.

Section 4: Any special assessment for the payment of common expenses shall be established by the Association and shall not exceed \$300.00 a year. Said special assessment shall be payable as determined by the Association. A special assessment may exceed the sum of \$300.00 a year only upon approval of not less than 2/3 of the lot owners, with each lot to be represented by one (1) vote.

Section 5: All sums assessed for common expenses shall constitute a lien on the lots prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such lots and (2) the lien of a first mortgage. Such lien may be enforce by suit by the Association, in like manner as a mortgage of real property, provided that thirty (30) days written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such lot. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

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IN TESTIMONY HEREOF, the owner of all of the real property presently comprising Northridge Subdivision has executed these on this 22nd day of August, 2002, effective as of August 22, 2002.

[Signature]
Joseph Allen

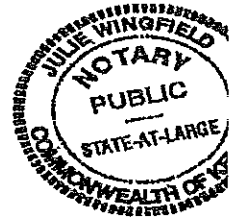
[Signature]
Kenneth Allen

[Signature]
Sheldon Allen

COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

The forgoing instrument was acknowledged before me this 22nd day of August, 2002, by Joseph Allen.

[Signature]
Notary Public, State of Kentucky
My Commission Expires: 9/28/2004

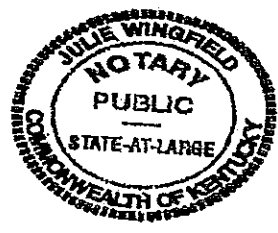


COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The forgoing instrument was acknowledged before me this 22nd day of August, 2002, by Kenneth Allen.

Julie Wingfield
Notary Public, State of Kentucky
My Commission Expires: 11/28/2004

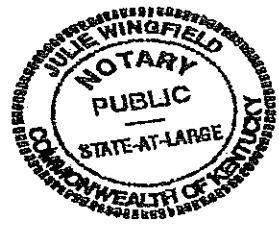


COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The forgoing instrument was acknowledged before me this 22nd day of August, 2002, by Sheldon Allen.

Julie Wingfield
Notary Public, State of Kentucky
My Commission Expires: 11/28/2004



THIS INSTRUMENT PREPARED BY

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COUNTY: WARREN COUNTY
DEPUTY CLERK: CARLA HILL