

This is the only storage building that is approved. All buildings shall be uniform with each other and have the Barn type roof, with a max size of 12x16. Only 1 per lot will be allowed, no metal or plastic.

Thank you,
WR Architect Control Committee



**WOODLAND RIDGE SUBDIVISION
UNIT 2
AMENDED DEED OF DEDICATION AND RESTRICTIONS**

THIS AMENDED DEED OF DEDICATION AND RESTRICTIONS is made and entered into this the 1st day of November, 2009, by Woodland Ridge Development, Inc., a Kentucky corporation, of 200 Heartwood Court #11, Owensboro, Kentucky, 42303.

WHEREAS, Woodland Ridge Development, Inc. is the owner in fee simple of a certain tract of land containing 15.891 acres, more or less, which is located off of Ky Hwy 56 on Northwood Drive, Sorgho, Daviess County, Kentucky, title to that land being shown by deed of record in the Daviess County Clerk's Office, dated August 30, 2004 from Bill T. Timbrook, LLC to Woodland Ridge Development, Inc. recorded in Deed Book 788, page 845, and being more particularly shown on the Final Plat of Unit 2 of Woodland Ridge Subdivision recorded in Plat Book 34, page 12, Office of the Daviess County Clerk, showing division into Lots numbers 31 through 37, 50 through 75, 89 through 103 and 131 through 135, inclusive (hereinafter "Unit 2").

WHEREAS, Woodland Ridge Development, Inc. desires to subject the lots of Unit 2 to the restrictions, covenants, reservations, easements and charges shown in this AMENDED DEED OF DEDICATION AND RESTRICTIONS, each of which is declared to be for the benefit of the property and lots of Unit 2 of Woodland Ridge Subdivision and to be binding upon Woodland Ridge Development, Inc. as well as to all interest of any subsequent owner of any such lot; and

WHEREAS, Woodland Ridge Development, Inc., for the purpose of promoting harmonious and consistent development of the lots of Unit 2 of Woodland Ridge Subdivision, dedicates to the public use the various streets and easements shown upon the plat identified above as describing the lots of Unit 2 to the extent such streets and easements have not previously been dedicated,

WHEREAS, Woodland Ridge Development, Inc., as "owner of a majority" of Woodland Ridge Subdivision, Unit 2, pursuant to Section F of the Deed of Dedication and Restrictions for Woodland Ridge Subdivision, Unit 2 dated January 28, 2005, of record in Deed Book 794, page 966, Daviess County Clerk's Office, desires to amend said Deed of Dedication and Restrictions,

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from these restrictions, covenants, reservations and easements by Woodland Ridge Development, Inc. and all subsequent owners of lots in Unit 2 of Woodland Ridge Subdivision, Woodland Ridge Development, Inc. hereby declares that the real property of the lots of Unit 2 are and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges specified below.

SECTION A - DESCRIPTION OF THE PROPERTY
SUBJECT TO THIS DEED OF DEDICATION AND RESTRICTIONS

The real property described herein is held or sold and conveyed subject to this AMENDED DEED OF DEDICATION AND RESTRICTIONS and is located off of Ky Hwy 56 on Northwood Drive, Sorgho, Daviess County, Kentucky, more particularly described as follows:

BEING Lots Nos. 31 through 37, 50 through 75, 89 through 103 and 131 through 135, inclusive, of Unit 2 of Woodland Ridge Subdivision as shown by the survey and plat of record in Plat Book 34, page 12, in the Daviess County Clerk's Office.

All of the lots described above may be sold by reference to the recorded plat and lot number rather than by metes and bounds description.

No property except that which is shown on the plat described above as the lots of Unit 2 shall be deemed subject to the restrictions contained in this deed. However, Woodland Ridge Development, Inc. may subject additional property to the conditions, restrictions, covenants, reservations and charges specified in this document by appropriate reference to it, or may be separate Deed of Dedication and Restrictions develop other units of Woodland Ridge Subdivision subject to varying restrictions, covenants, reservations and charges but with the owners of lots of such units constituting one's Homeowner's Association with the owners of these lots of Unit 2.

SECTION B - GENERAL PURPOSES OF CONDITIONS

The real property described in SECTION "A" of this document is subject to the covenants, restrictions, conditions, reservations, liens and charges established by this document in order to do each and all of the following: (a) to insure the best use and most appropriate development and improvement of each building site in this subdivision unit; (b) to protect the owners of other building sites in this unit of the subdivision against any improper use or development of other nearby building sites which might impair the use, value or enjoyment of their property by the owners; (c) to preserve the natural beauty of this unit of the subdivision to the greatest possible extent; (d) to guard against the erection of poorly designed or proportioned structures and/or structures erected with improper or unsuitable materials; (e) to insure that exterior finishes used provide harmonious structures within this unit of the subdivision; (f) to insure the highest and best development of the property within the size and structural requirements of this unit; (g) to encourage and secure the erection of attractive homes within the unit with appropriate placement of the homes upon each building site in the unit; (h) to secure and maintain proper set-backs from streets and appropriate restrictions on fences and outbuildings that might unreasonably detract from the appearance of the unit or the clear view of vehicles or pedestrians by those entering and using the streets; and (i) to protect and enhance the value of the homes constructed in the unit by insuring that the minimum sizes and standards defined in this AMENDED DEED OF DEDICATION AND RESTRICTIONS will be applicable throughout the unit.

SECTION C - RESIDENTIAL AREA COVENANTS AND RESTRICTIONS

1. **Land Use and Building Type.** No lot shall be used for any purpose other than a family residence according to the zoning classification applicable to this unit. No building shall be erected, altered, placed or permitted to remain on any lot except one single family dwelling not more than two stories in height, any basement area not being deemed a “story” for this purpose, and one permanent outbuilding on concrete slab compatible in color with the residence. No manufactured or mobile home shall be permitted on any lot.

2. **Size.** The ground floor area of all dwellings, excluding garages and any open porches, shall be at least 1,400 square feet for a one story house, at least 1,700 square feet for a one-and-a-half story house, and at least 1,800 square feet for a two story house. Bi-level houses shall contain at least 1,200 square feet of finished area, excluding basements, garages and open porches on the ground floor. All dwellings shall have at least a two-car attached garage and shall have at least two full bathrooms. All outbuildings shall be uniform in design and have minimum dimensions of 12 feet by 16 feet.

3. **Architectural, Building and Landscaping Control** No building, including outbuildings, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the placement of the structure and the landscaping on the lot have been approved by the Builder and by the Architectural Control Committee as to specification for quality of workmanship and materials, harmony of external design with existing structures, and location of the structure and landscaping on the lot according to the set-back distances and other restrictions, the location of existing trees (which shall not be cut without prior approval of the Architectural Control Committee) and the topography, proposed finished grade and proposed elevation. No dwelling shall be constructed except by a builder approved by the Architectural Control Committee. No landscaping shall be installed until the plans and budgets have been approved by the Architectural Control Committee.

4. **Nuisances and Offensive Activities.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No commerce, business, or trade shall be conducted on any lot. No malodorous substance or practice shall be created, maintained or conducted on any lot. All waste materials shall be stored only in clean, covered sanitary containers, concealed from view from any street. No burning of waste materials shall be allowed.

5. **Temporary Structures Prohibited; Lot Maintenance.** All owners of lots, whether vacant or improved shall at all times ensure that their lots are mowed regularly and kept clear of weeds, trash and debris. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed upon or used on any lot at any time or used as a residence, either temporary or permanently. Use of an attached garage constructed as provided in this document is not prohibited by this paragraph. The storage or parking of boats, boat trailers, campers, recreational vehicles or motor homes will not be permitted except to the side or rear of any dwelling. No inoperable automobiles, trucks, tractors, mowers, or wrecked or junk

vehicles or vehicles apparently in need of repair or restoration shall be placed upon any lot. No tractor-trailer trucks or other trucks exceeding 10,000 lbs. gross vehicle weight shall be parked on any lot, or at any place in the subdivision.

6. **Fences.** No fence of any kind may be constructed without approval from the Architectural Control Committee. No wire or welded fence fabric may be used. Fences or walls erected in the rear or side yards shall not be higher than six feet, unless otherwise approved by the Architectural Control Committee, and shall not be constructed of any material that has not been approved by the Architectural Control Committee. No fencing shall be placed on any part of the lot that is closer to the street than is the part of the front of the dwelling that is furthest from the street, except that a fence of an ornamental type, of brick or stone, and not more than three feet in height, unless otherwise approved by the Architectural Control Committee, may be constructed if approved by the Architectural Control Committee.

7. **Signs.** No signs shall be displayed to the public view except a professional sign of no more than 16 sq. ft. advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale of the dwelling upon the lot where such sign is placed.

8. **Zoning Requirement, Minimum Building Set-Back Lines and Easements.** All dwellings erected shall conform to the rules and regulations established by the Owensboro Metropolitan Planning Commission in Daviess County, Kentucky and all Zoning Ordinances affecting land use within Unit No. 2. No building shall be located on any lot nearer to the lot line than the building set-back line as shown on the recorded plat of this unit. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this sentence shall not be construed to permit any portion of a dwelling or porch, eave, step, or other structure to encroach upon any other lot. Easements for the installation and maintenance of utilities and drainage facilities and other public purposes are reserved as shown on the recorded plat of this unit and no building, fence or wall shall be erected or placed upon or overhanging any portion of any utility easement.

9. **Driveways.** All driveways shall be constructed of concrete or brick. All driveways shall be constructed in a manner that will provide adequate space for parking of at least three automobiles.

10. **Building Materials.** The exterior of all buildings, including garages and other out buildings placed upon or used on any lot at any time shall be covered by brick, natural stone, wood or other material with the exterior of all houses, garages and other out buildings being covered by at least 80% brick. Developer recognizes that the appearance of other exterior building materials (such as wood or vinyl siding) may be attractive and innovative and reserves the right for the Architectural Control Committee to approve in writing the use of other exterior building materials, consistent with the neighborhood or areas within the Unit. All exterior materials must be approved by the Architectural Control Committee. Developer, and the Architectural Control Committee, shall require that a uniform mailbox and paper holder (with uniform letters and numbers) be purchased directly from Developer, a related entity, or a specified third party vendor in order to assure uniform use and appearance in Unit 2 of Woodland Ridge.

No other mailboxes or paper holders, whether temporary or otherwise, shall be permitted on any lot.

11. **Livestock & Poultry Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept as long as they are not maintained for any commercial purposes, nor shall any pens or kennels be constructed for the keeping of pets.

12. **Antennas and Satellite Dishes.** Location and installation of all outside antennas, transmitters, TV dishes or TV satellite antennas must be approved by the Architectural Control Committee.

13. **Chimneys and Fireplaces.** All owners of residential buildings located on a lot containing a premanufactured fireplace shall have constructed a “chase” around the external piping protruding from the residential roof in order to give the appearance of a chimney. The materials used may be wood, brick or vinyl.

14. **Swimming Pools.** Below-ground and above-ground swimming pools shall be permitted in the rear yard only if entire rear yard has an approved privacy fence installed.

15. **Solar Heat Panels.** No solar heat panels shall be permitted on the roofs of any structure in the subdivision. Other installation of solar heat panels must be concealed from the view of neighboring lots and the street.

16. **Common Areas and Right-of-Ways.** No lot owner shall erect, install or place upon any common area or immediately adjacent to any street, basketball goals or any other equipment for recreational use without first obtaining approval by the Architectural Control Committee or the Homeowners Association should same be established.

17. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be limited to waste generated on the lot. All incinerators or other equipment for the storage or disposal of any such material shall be kept in a clean and sanitary condition and emptied at regularly scheduled intervals of reasonable duration.

18. **Construction Time Limit.** All structures shall be built within twelve months of the physical start unless time extensions are authorized in writing by the Architectural Control Committee.

19. **Sewage Disposal, & Water Supply and Gas Utilities.** A water supply system is provided by the owners and developers. Each lot will be served by sanitary sewers in all future developments. Natural gas facilities for hookup by the owner are provided to each lot by the developer.

20. **Water Retention Basin and Natural Water Courses.** Any water retention basin that is located upon any lot or parcel, or a part of any lot, shall be maintained by the

owner of any lot upon which such water retention basin or part of it is located. No building or structure shall be placed upon a lot in a manner that will form a barrier to any natural water course, and no excavation, grading or filling shall be permitted to alter any natural water drainage course.

21. **Site Grading and Landscaping.** Owners and builders shall design and position a dwelling upon a lot in a manner that shall ensure that the proposed dwelling is a type adaptable to specific topographic conditions of the lot which will blend easily into the surroundings without causing a scarred appearance on any slope produced by severe grading. Cutting and filling of a degree that will alter the character of the lot or its relationship to adjoining lots, or cause damage to existing trees, roads, walks, or other improvements will not be permitted.

22. **Other Motor-Powered Vehicles.** No minibikes, go-carts, ATV's or other motor-powered vehicles shall be operated on sidewalks or any form of pedestrian walkway or easement area within this unit, nor operated on any street in this unit unless properly licensed for on-street use as a motor vehicle, nor operated on any lot or area of this unit upon which no dwelling has been constructed.

23. **Liens by Owners.** If any lot is sold to an individual, builder, or other party and no construction of a dwelling is commenced, and if the property is not kept mowed and reasonably free from debris, weeds and litter, the developers and owners of other lots in this unit may have the lot cleaned and mowed or debris removed from the lot, and may charge the owner of the lot for the expense incurred and shall have a lien upon the lot for the expenses until reimbursed by the owner.

24. **Limitation of Restrictions.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded, after which these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the persons who are then owners of the lots has been recorded, agreeing to change such covenants in whole or in part. If changed in part, any such covenants not changed or specifically deleted shall continue in full force and effect.

25. **Void Provisions Severable.** In the event that any one of these restrictions shall be declared void by the judgment of a court of competent jurisdiction, such judgment shall not affect any of the other restrictions in this AMENDED DEED OF DEDICATION AND RESTRICTIONS, each condition to be deemed severable from all others in that event.

26. **Enforcement.** Violation or attempted violation of any of the restrictions in this AMENDED DEED OF DEDICATION AND RESTRICTIONS may be restrained by the owner of any other lot in the Woodland Ridge Subdivision by proceeding at law or in equity.

SECTION D - ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** The Architectural Control Committee for this unit is composed of Michael G. Ballard, Bill T. Timbrook and Brent A. Ballard of Owensboro, Kentucky. In the event of the death or resignation or any member of the Committee, the other members shall

have full authority to designate a successor. Members of the Committee shall not be entitled to compensation for services performed pursuant to this covenant, except that the owner shall pay to the committee the sum of \$100.00 upon the 3rd and each subsequent submission or request for approval made to the committee relating to a particular lot.

2. **Procedures for Approval of Plans.** The Committee's approval or disapproval of any proposal that is required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove a landscaping budget and plan or construction plat or proposal within 30 days after the required budget, plans and specifications have been submitted to it, or in the event no suit to enjoin the proposed landscaping or construction has been commenced prior to the completion of it, approval will not be required to have been given in writing for the landscaping or construction to be deemed in full compliance with this provision, if the landscaping or structure meets all other covenants and restrictions of this AMENDED DEED OF DEDICATION AND RESTRICTIONS except written approval by the Committee. Approval or disapproval of required plans and specifications or requests submitted to the committee shall be in the absolute and sole discretion of the committee and the committee and its members shall not be liable for any person or entity in relation to the submission, approval, disapproval, inaction or action of required plans and specification or requests by any person or entity.

SECTION E - HOMEOWNERS ASSOCIATION AND MAINTENANCE OF COMMON AREAS AND STREET MEDIAN

1. **Maintenance of Common Areas and Street Median.** All entrances, common areas, open spaces, street medians and water retention basins designated and set out on the approved recorded plat shall be landscaped, which includes decorative and aesthetic structures, and maintained initially by the developer as set out below and continued to be maintained by the Homeowners Association.

2. **Water Retention Basins and Lakes.** Should any water retention basin or lake be required, then said basin or lake shall also be dedicated for open space and/or recreational use as common areas to be used only by members of the Homeowners Association. Such required basin or lake, existing or new, shall be constructed, finished and maintained initially by the developer and thereafter maintained by the Homeowners Association. The Homeowners Association or any resident of Unit 2 of Woodland Ridge Subdivision shall be required to carry their own liability insurance for their use of basins, lakes and common areas and shall use the basins, lakes and/or common areas at their own risk. No person under the age of 12 shall use the lakes and/or basins, unless accompanied by an adult. No swimming, boats or floating docks will be allowed in lakes or basins. Any person using said basins, lakes or common areas shall be a paid member of the Homeowners Association or have written permission from the developer.

3. **Fees.** There shall be assessed a minimum fee of \$100.00 per year per lot (other than lots of Developer containing no residence) (a lot shall be as approved and designated by a recorded plat), adjusted for inflation using the percentage increase in the Consumer Price Index from the date hereof, payable in advance on or before January 1 of each year to the Developer until such time as a Homeowners Association is organized, and thereafter to the

Homeowners Association, for purpose of maintenance of all common areas and street medians as further defined herein. Each lot owner, by acceptance of a deed for a lot, whether or not expressed in such deed, covenants and agrees to pay to the Developer and thereafter to the Homeowners Association annual assessments or charges, and special assessments to be established and collected by the Homeowners Association, in accordance with this Section E.

4. **Lien for Common Expenses.** Each lot owner is obligated to pay the annual fees set forth herein and, upon failure of timely payment, the developer or Homeowners Association can levy and record a lien against the lot for payment of common expenses and upon recording, the amount set forth shall constitute a lien against said lot.

5. **Homeowners Association.** The developer, Woodland Ridge Development, Inc., or its successor in interest to the remaining lots sold in bulk, shall receive and collect annual maintenance fees from lot owners, place same in an interest bearing escrow account and use said fees for the landscaping, which includes construction of decorative and aesthetic structures, and maintenance of all entrances, common areas, open spaces, street medians and water retention basins. Developer shall, subject to repayment provided herein, be responsible to advance the maintenance costs for such areas incurred over and above the annual maintenance fees collected from lot owners. Maintenance costs overruns advanced by Developer shall remain an obligation of the Homeowners Association for this and all other prior and future units of Woodland Ridge Subdivision and shall be repaid to Developer from future fees collected. After the sale of eighty (80%) percent of all the lots in each of the respective units of Woodland Ridge Subdivision, including the initial unit, this unit, and any additional property which Woodland Ridge Development, Inc. or its successor in interest may develop as subsequent units of the Woodland Ridge Subdivision, or as may be indicated by any preliminary plat of subdivision filed with the Owensboro Metropolitan Planning Commission or by any other development action taken by Developer for such additional property, then after such event the lot owners shall become members of the Woodland Ridge Subdivision Homeowners Association ("Homeowners Association") which membership shall consist of the owners of the initial Lots 1 through 30, this Unit 2 and any subsequent units of Woodland Ridge Subdivision which may be developed. Nothing contained herein shall impose any restriction upon the use of the additional property or impose any limitation or requirement upon the content of any Deed of Dedication and Restrictions which the Developer or other owners of such additional property may adopt for any portion thereof. Developer shall have the right, in its sole discretion, to amend this provision in order to establish membership in the Homeowners Association at an earlier time, but shall have no obligation to make such an amendment.

Members of the Homeowners Association, when established as provided herein, shall consist of one nominated member of each family or entity which owns any lot in the entire Woodland Ridge Subdivision and shall be succeeded in the Association as a member by their successors or assigns. The group shall organize and establish by-laws and regulations for the operation of the Association for the primary duty of collecting annual fees and expending such sums for the maintenance of all common areas and street medians as set forth on the recorded plat.

Administration, by-laws, rules and regulations, election of officers and places of

meeting shall be conducted and established by a majority of the Homeowners Association. A majority shall consist of 51% of the members attending any called meeting. A meeting shall be called by letter deposited and delivered to each lot owner by regular mail.

6. **Increase and Assessments.** There shall be no increase or decrease in the annual maintenance fee, except for adjustments due to percentage increase in the Consumer Price Index, without consent of 51% of all lot owners within the entire subdivision including all units.

SECTION F - AMENDMENT TO DEED OF DEDICATION AND RESTRICTIONS

The owners of a majority of the lots of Unit 2 of Woodland Ridge Subdivision shall have the sole right to amend the plat of subdivision and the restrictions and covenants in this DEED OF DEDICATION AND RESTRICTIONS for the purpose of curing any error, mistake, ambiguity or inconsistency therein; or to change any lot designated as residential to recreational usage after first obtaining written approval of the adjoining contiguous property owners; or to amend the covenants and restrictions in this document; and to release any lot or parcel within this unit from any part of the covenants and restrictions which have been violated, including, without limiting that power, violations of building restriction lines and conditions in this document regarding such lines, if the owners of the majority of such lots determine the violation to be a minor violation. The phrase "owner of a majority" of the lots shall mean Woodland Ridge Development, Inc. until at least eighty (80%) percent of the lots comprising this unit have been sold by the developer. Without the prior written approval of Woodland Ridge Development, Inc., no property owner may impose any additional covenants and restrictions on any part of the land in the lots of Unit 2 of Woodland Ridge Subdivision nor subdivide any of said lots.

IN TESTIMONY WHEREOF, witness our signatures on this the 1st day of November, 2009.

WOODLAND RIDGE DEVELOPMENT, INC.

BY: _____
Bill T. Timbrook, President

ATTEST:

Michael G. Ballard, Secretary

COMMONWEALTH OF KENTUCKY)
COUNTY OF DAVIESS)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Bill T. Timbrook, President of Woodland Ridge Development, Inc., on this the 1st day of November, 2009.

Notary Public, KY State-At-Large
My Commission Expires:_____

PREPARED BY:

Lamar & Boswell, PLC
112 East Fourth Street
Owensboro, Kentucky 42303
Telephone: (270) 926-3000

Woodland\Deed of Dedication Woodland Ridge Unit 2 Amended