

SCHELL'S RAVEN CREEK LAND DIVISION

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, **JAY Q. SCHELL**, a single person, is the owner and developer of the land comprising SCHELL'S RAVEN CREEK LAND DIVISION; and

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PLAT CABINET 4 SLIDE 407 A

WHEREAS, the lots or tracts of land within SCHELL'S RAVEN CREEK LAND DIVISION are being developed on a plan, varying in details, according to the location and conditions of the several and individual lots, and according to the needs of the subdivision as a whole; and

WHEREAS, the development of the lots or tracts of land within SCHELL'S RAVEN CREEK LAND DIVISION is being framed with a view to making SCHELL'S RAVEN CREEK LAND DIVISION attractive and desirable.

NOW, THEREFORE, **JAY Q. SCHELL**, a single person, does hereby establish the following Protective Covenants and Restrictions, which shall run with the land and be a charge thereon, against the present owners, their heirs, successors and assigns forever, and all future owners thereof:

(1) All lots of SCHELL'S RAVEN CREEK LAND DIVISION are to be used for single-family residential purposes only. If a mobile home is placed on any lot in SCHELL'S RAVEN CREEK LAND DIVISION, only one mobile home shall be permitted on each lot. In a situation where a mobile home has been used as a residence and a home is constructed on said lot, the mobile home shall be removed within ninety (90) days of occupancy of the constructed residence. If any lot in SCHELL'S RAVEN CREEK LAND DIVISION is resubdivided, each resulting lot shall be used for the construction of a permanent residence and no mobile home shall be placed or will be permitted to be placed on any portion of the resubdivided lot.

(2) No dwelling shall be occupied prior to completion. If a mobile home is a residence, it must have skirting in place prior to occupancy.

(3) No accessory building or outbuilding shall be situated nearer to the front lot line than the rear of the residence nor nearer than thirty feet (30') to side or rear lot lines.

(4) All lots shall be kept clean of debris, trash and junk.

(5) No outside storage of any nature shall be permitted on any lot.

(6) No noxious or offensive activity or condition shall be

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508 FARRELL DR.
FT. WRIGHT, KY. 41011

carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

(7) No temporary dwellings or shelters are permitted.

(8) The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the abovedescribed property, any heir, executor, administrator or assign of any such person, or the Grantor or the Grantor's successors in interest or assigns.

(9) Means of enforcements of these restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant shall not be construed as a waiver thereof.

(10) Invalidation of any one (1) or more of these covenants shall have no effect on other covenants and provisions contained herein.

IN WITNESS WHEREOF, JAY Q. SCHELL, a single person, hereby sets his hand this 7 day of September, 1996.

Jay Q. Schell
JAY Q. SCHELL

COMMONWEALTH OF KENTUCKY

COUNTY OF Kenton

The foregoing instrument was acknowledged before me, a Notary Public, by JAY Q. SCHELL, a single person, this 7 day of September, 1996.

Daniel D. Schell
NOTARY PUBLIC
COMM. EXPIRES: August 30, 1997

THIS INSTRUMENT PREPARED BY:

Michael M. Sketch
MICHAEL M. SKETCH
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P.O. Box 576
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LODGED FOR RECORD
HARRISON COUNTY CLERK

SEP 18 1996

TIME: 11:05am
RALPH E. COPPAGE
CLERK, HARRISON CO

SKL