AFTER RECORDING, RETURN TO: DGS Development, Ltd., 2335 Buttermilk Crossing, Suite 318, Crescent Springs, KY 41017

AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS

FOR FLORA RIDGE FARMS

WHEREAS, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership** ("Developer"), previously executed and place of record Protective Covenants and Restrictions for Flora Ridge Farms of record in Deed Book 147, page 621 of the Nicholas County, Kentucky Clerk's records;

WHEREAS, the Developer thereafter made a re-subdivision of Flora Ridge Farms pursuant to plat recorded in Plat Book C, page 21 of the Nicholas County, Kentucky Clerk's records; and

WHEREAS, the Developer desires to amend and restate, in their entirety, the protective covenants and restrictions which shall apply to all lots in the Redivision of Flora Ridge Farms as shown on that plat recorded in Plat Book C, page 21 of the Nicholas County, Kentucky Clerk's records.

NOW, THEREFORE, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, 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. Storage of Junk, Abandoned Vehicles, or Equipment. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any Lot is strictly prohibited. The burying or dumping of garbage, junk, trash, oil, or other liquid or solid waste, petroleum or littering of any kind is strictly prohibited. The open storage of more than one (1) vehicle which is abandoned, nonfunctional, in a state of disrepair, or lacking a valid license on any portion of any Lot is strictly prohibited. The open storage of lawn care, construction, or other equipment is strictly prohibited, and any such equipment kept or stored on any Lot shall be placed in an enclosed structure when not in operation.

2. Conventional Stick-Built and Modular Dwellings. All stick-built and modular dwellings constructed on any Lot shall be completed and have the necessary permits and governmental agency approvals prior to occupancy.

3. Mobile Homes and "Tiny" Homes. No Lot shall have more than one (1) of the following: (a) a single wide mobile home, (b) a double wide mobile home or (c) a residential structure containing less than 1,000 square feet of livable floor space (a "tiny" home). Any mobile home placed on a Lot must be on a permanent foundation or have skirting in place. **All mobile homes and tiny homes must be of new construction at the time of placement.** For purposes herein, "new construction" shall mean a mobile home or tiny home that has not been previously titled or used as a dwelling, and that is being placed on a Lot for the first time following its manufacture.

Any mobile home or tiny home placed on a Lot shall have the necessary permits and governmental agency approvals required prior to occupancy.

If any Lot is re-subdivided, each resulting lot shall be used for the construction of a conventional single-family dwelling, and no mobile home or tiny home shall be placed on any portion of any lot resulting from a re-subdivision. Any mobile home or tiny home existing on the Lot prior to re-subdivision may remain.

If a mobile home or tiny home has been used as a dwelling on a Lot, and a conventional single-family dwelling is then constructed on said Lot, the mobile home shall be removed within thirty (30) days of occupancy of the constructed residence.

4. Recreational Vehicles. One (1), but no more than one (1), recreational vehicle ("RV") or camper shall be permitted on any portion of any Lot at any time (whether an original or re-subdivided lot). Recreational vehicles or campers may not be occupied for more than 14 consecutive days and may not be used as a dwelling. If a residential dwelling is being constructed on a Lot, then one RV may be occupied on such Lot for not more than one (1) year while the residential dwelling is under construction. RVs and campers shall only be occupied by the Lot owner and the Lot owner's guests and invitees. Use of any RV or camper for commercial purposes, including as a short-term rental, is strictly prohibited.

5. Mining and Minerals. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot. Provided, however, subsurface rights may have been severed previously from surface rights. In such cases, those subsurface rights are not subject to these Protective Covenants and Restrictions

6. Most Restrictive Covenant or Law Governs. When any other ordinance, rule, code, or permit regulation imposes a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than the provisions of these Protective Covenants and Restrictions, then the provisions of said ordinance, rule, code, or permit regulation shall govern. Conversely, when these Protective Covenants and Restrictions impose a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than any other ordinance, rule, code, or permit regulation, then these Protective Covenants and Restrictions shall govern.

7. Enforcement. Means of enforcement 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. Invalidation of any one (1) or more of these covenants shall have no effect on the other covenants and provisions contained herein. The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above-described property, his/her heirs, executors, administrators or assigns and the Grantor or the Grantor's successors in interest or assigns.

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IN WITNESS WHEREOF, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, by and through **SCHELL MANAGEMENT, INC., a Kentucky corporation**, its General Partner, by and through **DWIGHT M. SCHELL**, its President, hereby sets its hand, this _____ day of _____, 2026.

DGS DEVELOPMENT, LTD.
A Kentucky Limited Partnership

By: **SCHELL MANAGEMENT, INC.**
A Kentucky Corporation
Its General Partner

By: _____
Dwight M. Schell
Its President

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, by and through **SCHELL MANAGEMENT, INC., a Kentucky corporation**, its General Partner, by and through **Dwight M. Schell**, its President, on behalf of said Partnership, this _____ day of _____, 2026.

_____
Notary Public
Print Name: _____
Commission Expires: _____
Notary ID Number: _____

This Instrument Prepared By:



_____
Corey T. Gamm
Adams Law, LLC, 40 West Pike Street, Covington, KY 41011 / (859) 394-6200
cgamm@adamsattorneys.com