

**NINTH AMENDED DECLARATION**  
**OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR HARVEST HILL SUBDIVISION**

This Ninth Amended Declaration of Covenants, Conditions and Restrictions for Harvest Hill Subdivision is made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by **Harvest Hill Homeowners Association, Inc. a Kentucky Corporation**, its successors and assigns (hereinafter referred to as the "Association") and:

**WITNESSETH:**

**WHEREAS**, the developer previously established Covenants, Conditions, and Restrictions for **Harvest Hill Subdivision**, which are recorded in the **Deed Book 390, Page 258** of the Kenton County Clerk's records at Independence, Kentucky; and

**Whereas**, the Association desires to amend said Declaration of Covenant, Conditions and Restrictions; and

**Whereas**, the Board of Directors properly voted on and approved the Amendment as recorded in the May 3, 2007 Board of Directors Minutes;

**Now, Therefore**, the Declaration of Covenants, Conditions and Restrictions for **Harvest Hill Subdivision** are hereby amended as follows:

**Article V, Section 13— Annual Assessments, Initial Amount**

**The annual general assessment for each class A membership, for general purposes in Section 2 of this Article V, Shall be \$150.00 payable on an annual basis. The Board of Directors may increase the annual general assessment, from time to time, based on the required budgetary needs of the Association. The assessment shall be fixed at a uniform rate based upon Living Units.**

**And Further,**

**Whereas**, the Association desires to amend said Declaration of Covenants, Conditions and Restrictions; and

**Whereas**, the membership properly voted on and approved the Amendment as recorded in the June 6, 2009 Membership Meeting Minutes;

**Now, Therefore, the Declaration of Covenants, Conditions and Restrictions for Harvest Hill Subdivision are hereby amended as follows:**

**Article VII, Section 1 – Prohibited Uses and Nuisances – All Living Units and Lots., Paragraph (J) Change first sentence ONLY to read...Except as herein elsewhere provided, no junk vehicle, no commercial vehicle, boat, trailer, truck of more than one (1) ton, shack, barn or temporary or permanent outbuilding, shall be kept or used upon the Lots or Common Areas nor (except for bonafide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. An outbuilding shall be considered to be anything that exceeds four (4) feet in height, three (3) feet in depth, and five (5) feet in width.**

**And Further,**

**Whereas, the Association desires to amend said Declaration of Covenants, Conditions and Restrictions; and**

**Whereas, the membership properly voted on and approved the Amendment as recorded in the June 21, 2008 and the June 6, 2009 Membership Meeting Minutes;**

**Now, Therefore, the Declaration of Covenants, Conditions and Restrictions for Harvest Hill Subdivision are hereby amended as follows:**

**Article VII, Section 1 – Prohibited Uses and Nuisances – All Living Units and Lots., Paragraph (O) All fences require Association approval prior to installation. Privacy fences are normally only considered if there is an in-ground pool on the property. No fence of any kind shall surpass any portion of the rear line of any home, towards the front of said home, without first obtaining permission from the Board of Directors. Every homeowner requesting permission shall submit to the Board of Directors a generated sketch depicting the location of the fence as compared to the home along with the underlying justification for the request to deviate from the rear line of the home. The Board of Directors will either approve or deny the request by utilizing the following factors: safety; uniformity; aesthetics; and utility. For corner lots, in addition to the foregoing fence and wall restriction pertaining to said lots, no fence or wall shall be erected, placed or suffered to remain upon said premises**

**nearer to any street upon which the lot abuts than the building line of the residence constructed on the lot nearest to said street.**

**And Further,**

**Whereas, the membership properly voted on and approved the Amendment as recorded in the June 30, 2007 Membership Meeting Minutes;**

**Now, Therefore, the Declaration of Covenants, Conditions and Restrictions for Harvest Hill Subdivision are hereby amended as follows:**

**Article VII, Section1 – Prohibited Uses and Nuisances – All Living Units and Lots., Paragraph (R) changed to new Paragraph (S).**

**And Further,**

**Article VII, Section1 – Prohibited Uses and Nuisances – All Living Units and Lots., Add New Paragraph (R) DECK ENCLOSURES – The bottom side of a deck may be enclosed with approval of the Board of Directors. (Enclosed means ANY material beneath the deck)**

**IN WITNESS WHEREOF, the Association has caused this Declaration to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**HARVEST HILL HOMEOWNERS  
ASSOCIATION, INC. a Kentucky  
Corporation,  
BY: \_\_\_\_\_**

**COMMONWEALTH OF KENTUCKY)**

**) SS**

**COUNTY OF Kenton)**

**THE FOREGOING INSTRUMENT was acknowledged before me, a Notary Public, by HARVEST HILL HOMEOWNERS ASSOCIATION, INC., a Kentucky**

Corporation, by and through Bradley D Brockman, its President, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

COMM. EXPIRES: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:**

\_\_\_\_\_  
**DAVID S ROSE**

**SECRETARY, HARVEST HILL HOMEOWNERS ASSOCIATION**

**PO BOX 193**

**INDEPENDENCE, KY 41051**

**(859) 392-0244**