

SAMPLE DEED -DECLARATION OF RESTRICTION UNIT 1

DECLARATION OF RESTRICTIONS

FOR

RIVERLAKE SUBDIVISION

Unit 1

THIS DEED OR DECLARATION OF RESTRICTIONS by
LINGENFELTER INVESTMENTS, INC., a Kentucky corporation,

WITNESSETH:

Lingenfelter Investments, Inc., a corporation organized
and existing under and by virtue of the laws of the Commonwealth
of Kentucky, has filed in the Owen County Court Clerk's office, a
plat of a subdivision known as Riverlake Subdivision: said sub-
division being more particularly described as follows:

^{sin}
Being at a point in the centerline of
the County Road on the Perry Park development
property, said point being approximately North
76 degrees East, 245 feet from the intersection
of this road and the road as it parallels the
Kentucky River adjacent to the Inverness Mansion
property; also being approximately 1150 feet from
the Kentucky River along the line of said County
Road as extended; thence with the centerline of
the County Road North 76 degrees 30 minutes
East, 360 feet; thence with new lines North 2
degrees 30 minutes East, 106 feet; North 25
degrees 30 minutes East, 90.44 feet; North 26
degrees 30 minutes East, 450 feet; North 45
degrees 30 minutes East, 150 feet; North 01
degrees 30 minutes East, 260 feet; North 26
degrees 30 minutes East, 620 feet; North 51
degrees 30 minutes East, 1150 feet; North 12

degrees 00 minutes East, 1390 feet; North 75 degrees 30 minutes West, 290 feet; South 38 degrees 30 minutes West, 390 feet; North 76 degrees 30 minutes West, 500 feet to the line of the Kentucky River; thence with the line of the east bank of the Kentucky River generally South 33 degrees ~~30 minutes~~ West, 2580 feet; thence leaving the River North 75 degrees 00 minutes East, 480 feet; South 18 degrees 30 minutes East, 255.60 feet; South 01 degrees 30 minutes West, 112.52 feet; South 10 degrees 30 minutes West, 280.35 feet; South 26 degrees 30 minutes West, 314.93 feet; South 00 degrees 30 minutes West, 158.51 feet; South 06 degrees 30 minutes East, 187 feet to the point of beginning, containing 77.5 acres, more or less.

Being the portion of the same property conveyed to Lingenfelter Investments, Inc., by deed dated October 13, 1966 and recorded in Deed Book 110, Page 622, in the office of the County Court Clerk of Owen County, Kentucky.

And in order that the property in said subdivision owned by it may be improved and beautified, and may blend harmoniously to the eye, and may have a use and be used so as to enhance its desirability for residential purposes, does hereby impose on all the property in said subdivision now owned by it, the following restrictions, for protection and conservation of value, as to its use and improvements, all of which shall be observed by the grantees, his, her, their or its successors, heirs and assigns. The aforementioned plat of Riverlake Subdivision was recorded in the office of the County Court Clerk, Owen County, Kentucky, Deed Book 113, Page 107, on the 2nd day of August, 1968.

The words "grantor" or "developer" when used herein shall be held to mean Lingenfelter Investments, Inc., a Kentucky corporation, and its respective successors and assigns and shall include the Perry Park Resort Improvement Association, hereinafter provided for.

NOW, THEREFORE, Lingenfelter Investments, Inc., does hereby impose upon said property and make it subject to the following restrictions:

1. Residential Use: (a) Such lots and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage, carport, or guest house may be erected, placed, or maintained on any lot in such premises.

(b) No one story buildings shall be constructed on lots with a fully enclosed first floor area of less than 900 square feet, exclusive of carport, garage, and open porches. No two-story or higher buildings shall be constructed with a fully

enclosed first floor area of less than 800 square feet. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than 850 square feet.

2. Native Growth: The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the developer. In the event such growth is removed, except as stated above, the developer may require the replanting or replacement of same, the cost hereof to be borne by the lot owner. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the developer, shall not be grown on any lot.

3. Tanks, etc.: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, that nothing herein shall prevent the developer, his heirs and assigns from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company serving such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets. All clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the developer prior to construction.

4. Building Lines: No building or any part thereof, including garages and porches, shall be erected on any lot closer than 25 feet to the front street line, or closer than 7 1/2 feet to either side lot line, or closer than 15 feet to the rear lot line (provided, however, in case of water front lots, no building shall be erected closer than 50 feet to the water line). Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein the developer shall have the right to permit reasonable modifications of the building requirements where, in the discretion of the developer, strict enforcement of these building provisions would work a hardship.

5. Horses and Pets: No horses shall be kept or stabled on any of such lots. This shall not be construed to prevent lot owners from keeping horses in the community stable which is proposed for the subdivision. No more than two pets of the customary household variety (including birds) may be kept on any lot in such premises except upon the express written permission of the developer; provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl.

6. Utility Lines and Radio and Television Antennas: All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead but this

restriction may be waived by the developer. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises, but this restriction may be waived by the developer. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

7. Nuisances: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit a foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

8. Signs: No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the developer, shall be permitted. No other sign of any kind of design shall be allowed. The provisions of this paragraph may be waived by the developer, only when in his discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall be construed to prevent the developer from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the subdivision.

9. Mining: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

10. Construction Requirements: Each private dwelling house erected upon any such lot shall be constructed of masonry or clay brick, or frame wood and other materials as shall be approved in writing by the developer, with either a gravel, slate, or asphalt roof shingles, or such other materials as are approved by the developer. Each such building shall be in conformity and harmony with the design of existing structures in this subdivision.

11. Occupancy: No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, be in any manner occupied until made to comply with the approved plan, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within six months from the start thereof, provided, that the developer may extend such time when in his opinion, conditions warrant such extension. No temporary house, temporary dwelling, temporary structure shall be placed or erected upon any lots unless approved by the developer. Rental of any guest house is prohibited, the occupancy thereof being limited to either guests or servants.

12. Approval of Plans: All plans for the construction of private roads, and driveways and all building plans for any building,

fence, corral, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alterations, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the developer. Before beginning the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway, or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the developer two complete sets of road or driveway plans, showing the locations, course and width of same or two complete sets of building plans and specifications for the building, fence, wall coping, or other structure, desired to be so erected, constructed, or modified. No structure of any kind is allowed, the plans, elevations, and specifications of which have not received the written approval of the developer, and which does not comply fully with such approved plans, elevations and specifications. Approval thereof shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the developer. The developer shall not be responsible for any structural defects in such plans or specifications or in any building

or structure erected according to such plans and specifications.

13. Letter and Delivery Boxes: Subject to the approval of the Postmaster General of the United States, the developer shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name sign for such boxes in order that the area be strictly uniform in appearance with respect thereto.

14. Drainage: Drainageways shall conform to the requirements of all lawful public authorities, including the County Engineer of Owen County, Kentucky, to the full extent of the authority given him by law.

15. Vehicles: No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the developer and kept in a garage completely enclosed, nor shall same be parked on any easement or roadway in the subdivision for a period in excess of twenty-four (24) hours in any calendar year. The foregoing provisions of this paragraph shall be deemed waived insofar as applicable to any lot owner who is in the process of constructing a residence on his lot; provided, however, that the construction thereof must proceed at a reasonable pace and further provided that the lot owner's neighbors are not being unreasonably inconvenienced thereby. Nevertheless, such vehicles shall not interfere with the use of any easement or roadway except as such may be necessary for the construction, maintenance, servicing or removal of any road, way or street or any public utility.

16. Division of Lots: No lot shall be resubdivided except as approved by the developer.

17. Boathouses and Docks: No over the water boathouses shall be permitted. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining such docks, shall be permitted to be constructed adjoining any waterfront lot provided, however, that no such docks shall be erected, constructed, maintained, or permitted which will extend beyond ten feet from the lot line paralleling and adjoining the waterfront.

18. Planting: No trees having substantial foliage lower than ten feet shall be maintained within 25 feet of the shoreline, and no walls, fences, hedges, plants or shrubs higher than three feet shall be maintained on water frontage lots within 25 feet of the shoreline.

19. Weeds: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property. The developer reserves the right to keep lots mowed and in presentable conditions at the owner's expense, and all lots shall be mowed at least twice during the period from June 1 to August 31 of each year.

20. Elevation Changes: No substantial changes in the elevations of the land shall be made on the premises except where approved by the developer.

21. Waterfront Structures: No structure except docks, piers, or pilings permitted by paragraph 13 hereof shall be constructed nor any fill used to extend the property beyond the lot and shoreline or any waterfront property.

22. Sewage: A septic tank and drain field shall be placed on each lot by the property owner in accordance with the requirements of the Public Health Department having jurisdiction over the premises.

23. Property Owner's Association: For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Perry Park Resort Improvement Association, a non-profit corporation.

24. Assessment for Maintenance of Roads, Streets, and Other Public Services: Grantee for himself, his heirs, executors, and assigns covenants and agrees to pay the developer annually, on or before the first day of July, his pro rata share of the cost to maintain the roads, streets, and lighting system and the cost of providing other reasonable and necessary public services including but not limited to fire protection, police protection, and garbage collection. Grantee's assessment in this regard shall be paid promptly when same becomes due and in the event of grantee's failure to pay same promptly when due shall constitute a lien upon the above described premises inferior and subordinated to any first mortgage, and same may be enforced in equity as in the case of any lien foreclosure. The initial annual assessment for the year beginning January 1, 1969, shall be \$10.00. Such annual assessment

shall accrue to the benefit of and may be enforced by the developer, its successors and assigns. At such time as any public body shall undertake the maintain the roads and streets and provide all the other public services contemplated herein, this covenant shall cease, terminate and be held for naught.

25. Garage: No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed. Nothing herein shall be construed to prevent the incorporation and construction of a garage as part of such dwelling house.

26. Easements: A perpetual easement is reserved on each lot as set forth on plat for utility installation, drainage and maintenance.

27. Municipal Incorporation: No city or municipality shall be formed during the development of this subdivision unless approved by the developer.

28. Duration of Covenants, Restrictions, Reservations, and Servitudes: These covenants, restrictions, reservations, and servitudes are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1998, after which time said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4ths) of those then members of the Perry Park Resort Improvement Association shall have been recorded, changing said covenants, restrictions,

reservations and servitudes in whole or in part; and the failure of any one or more organizations to enforce them or any of them, shall not be considered a waiver or construed as permission to violate said covenants, restrictions, reservations and servitudes.

29. Enforcement: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

30. Severability: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

31. Limitation: These covenants, restrictions, reservations and servitudes do not extend to or apply to any other property that is owned or may be acquired by Lingenfelter Investments, Inc., which other property may be and remain unrestricted whether such property is adjacent or nonadjacent to the lots hereof or whether such property was or was not acquired from the same source.

IN TESTIMONY WHEREOF, witness the signature of
LINGENFELTER INVESTMENTS, INC., by its Executive Vice
President, duly authorized hereunto by a Resolution of its Board of
Directors, this 2nd day of August, 1968.

LINGENFELTER INVESTMENTS, INC.

By _____
Executive Vice President

STATE OF KENTUCKY)
) SS
COUNTY OF OWEN)

I, the undersigned, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this day the foregoing Declaration of Restrictions was produced to me in said State and County by Edward J. Carlisle, Executive Vice President of Lingenfelter Investments, Inc., who acknowledged said instrument to be his act and to be the free act and deed of said corporation.

Witness my hand this 2nd day of August, 1968.

My commission expires June 17, 1971.

[Signature]
Notary Public
Owen County, Kentucky

I hereby certify that I prepared the foregoing Instrument:

[Signature]
Frank X. Quickert, Jr.
Greenebaum, Barnett, Wood & Doll
614 Kentucky Home Life Building
Louisville, Kentucky 40202

State of Kentucky, }
County of Owen, } Sct.

I, Harold Hughes, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Declaration of Restrictions was this day lodged for record, whereupon the same, with the foregoing and this Certificate both been duly recorded in my office.

Given under my hand, this 2nd day of August, 1968.