

DECLARATION OF RESTRICTIONS

FOR

PERRY PARK RESORT

a/k/a

GLENWOOD HALL RESORT AND COUNTRY CLUB

UNIT 102

THIS DEED OR DECLARATION OF RESTRICTIONS made by AMERICAN

HOLDING CORPORATION, a Kentucky business corporation,

WITNESSETH:

American Holding Corporation, a Kentucky business corporation,

has filed in the Owen County Clerk's office a plat of a subdivision

known as Perry Park Resort a/k/a Glenwood Hall Resort and Country

Club, Unit 102; said subdivision being more particularly described as

follows:

Beginning at a point in existing Section 14 of Glenwood Hall Resort in Owen County, Kentucky, said point being the corner of the line between Section 14 and a new Section 102; thence turning and running S 51°50'36" W for a distance of 93.43 feet to a point; thence turning and running through the arc of a curve with a radius 170.00 feet and a central angle of 16° 27'30" to a point; thence S 35°23'06" W for a distance of 685.95 feet to a point; thence S 54°36'54" E for a distance of 80.00 feet to a point; thence through the arc of a curve with a radius 75.00 feet and a central angle of 15°37'00" to a point; thence S 38°59'54" E for a distance of 383.45 feet to a point; thence through the arc of a curve with a radius of 170.00 feet and a central angle of 120°02'00" to a point; thence turning and running N 20°58'40" E for a distance 261.72 feet to a point; thence through the arc of a curve with a radius of 75.00 feet and a central angle of 19°04'00" to a point; thence N 40°02'06" E for a distance 136.23 feet to a point; thence through the arc of a circle with a radius of 170.00 feet and a central angle of 78°11'30" to a point; thence N 38°09'24" W for a distance of 560.82 feet to the point of beginning, the tract of land containing 11.7 acres more or less.

Being a portion of the property conveyed to Trans-Southern Life by Deed dated December 29, 1969 and recorded on February 9, 1970 in Deed Book 115, Page 495, in the Office of the County Court Clerk of Owen County, Kentucky and conveyed by Trans-Southern Life to American Association Life Insurance Company, the corporate predecessor of American Holding Corporation as the result of a statutory merger effective April 6, 1973, by Deed dated March 27, 1971 and recorded on March 29, 1971 in Deed Book 118, Page 310, in the Office of the County Clerk aforesaid.

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 grantee of any lot in said subdivision, his, her, their or its successors, heirs and assigns. The aforementioned plat of Perry Park Resort a/k/a Glenwood Hall Resort and Country Club, Unit 102, was recorded in the Office of the County Court Clerk, Owen County, Kentucky, Deed Book No. 125, page 577, on the 13th day of November, 1973.

The word "developer" when used herein shall be held to mean American Pyramid Companies, Inc., a Kentucky corporation, and its successors and assigns, and shall include Perry Park Resort Association, Inc., hereinafter provided for. The word "developer" further shall be held to include successors and assigns of the developer (but not individual lot owners or purchasers within the subdivision).

NOW, THEREFORE, American Holding Corporation does hereby impose upon said property and make it subject to the following restrictions.

1. Definitions:

- (a) Living Unit: A residential unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking and sanitation.
- (b) Lot Line: A line bounding the Lot as shown on the accepted plot plan.
- (c) Mobilehome: Manufactured relocatable housing.
- (d) Mobilehome Development: A contiguous parcel of land which has been planned and improved for the placement of Mobilehomes.

- (e) Mobilehome Lot: A parcel of land for the placement of a Mobilehome and the exclusive use of its occupants.
- (f) Mobilehome Stand: That part of an individual Mobilehome Lot which has been reserved for the placement of a Mobilehome.
- (g) Person: Any individual, firm, trust, partnership public or private association or corporation.
- (h) Plat: Any map, plan or chart of a city, town, section or subdivision, indicating the location and boundaries of individual properties.
- (i) Private Street: A private way which affords principal means or access to abutting individual Mobilehome Lots and auxiliary buildings.
- (j) Property Line: A recorded boundary of a plot.
- (k) Sewer Connection: A connection consisting of all pipes, fittings and appurtenances from the drain outlet of the Mobilehome to the inlet of the corresponding sewer riser pipe of the sewerage system serving the Mobilehome Development.
- (l) Accessory Structure: Any structural addition to the Mobilehome which includes awnings, cabanas, carports, Florida rooms, porches, ramadas, storage cabinets and similar appurtenant structures.
- (m) Driveway: A minor private way used by vehicles and pedestrians on a Mobilehome Lot or for common access to a small group of Lots or common facilities.

2. 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 mobile home and accessory structures may be erected, placed or maintained on any lot in such premises.

(b) No mobile home shall be erected, placed or maintained on any lot with a fully enclosed floor area of less than 500 square feet, exclusive of accessory structures, or without outside dimensions of less than 12 feet in width and 46 feet in length.

(c) Nothing in the above Sections 2(a) and 2(b) shall prevent the developer, as defined on page 2 hereof, its

successors and assigns, from erecting, placing, permitting or maintaining mobile homes regardless of size and/or travel trailers (tent or hardtop) on the property and on the lots into which it has been divided.

3. 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.

4. 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, its successors and assigns, from erecting, placing or permitting the placing of tanks and other water system or fuel system apparatus on such premises for the use of the water or fuel supply company serving such premises. Any tanks for use in connection with any mobile home erected, placed or maintained 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, except those erected, placed or maintained by developer, or its successors or assigns. 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 erection or placement.

5. Building Lines: No mobile home or any part thereof, including accessory structures, shall be erected on any lot closer than 15 feet to the front lot line, or closer than 7 and 1/2 feet to either side lot line, or closer than 5 feet to the rear lot line (provided, however, in case of water front lots, no mobile home shall be erected, placed, permitted or maintained closer than 10 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 requirements 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. Lot owners shall be personally responsible for maintaining adequate control of such pets to the end that they shall not constitute a danger or nuisance to other lot owners.

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.

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.

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 here n expressly permitted. A

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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 this 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.

11. Construction Requirements: Each mobile home erected, placed, permitted or maintained upon any such lot shall be a well-built and durable permanent structure. All portions of the structure subjected to exterior exposure shall be of such materials and so constructed and protected as to prevent entrance or penetration of moisture and the weather. Adequate precautions shall be taken to properly protect materials and construction from damage from ordinary use and from decay, corrosion, termites and other destructive elements. Workmanship should be of a quality equal to good standard practice pertaining to the mobile home industry at the time the mobile home is first placed on the lot. Materials used should be of such kind and quality as to assure reasonable durability and economy of maintenance.

12. Mobile Home and Lot Maintenance: The exterior of the mobile home must be kept well preserved, clean and in a neat appearing condition. All electrical, water, sewer and gas connections must be kept in good, safe and leak-proof condition at all times. Complete skirting with materials acceptable to the developer of mobile homes are required within sixty (60) days of occupancy, or 120 days after the mobile home is first placed on the mobile home lot, whichever first occurs. No wood skirting of any type will be allowed without developer's prior written approval. All mobile home lots shall be maintained in a clean, well-kept and attractive fashion, including the front, sides and back. If a mobile home or mobile home lot is neglected and not maintained as herein above provided, the developer reserves the right to take over its care and bill the lot owner for services performed. This right may be assigned by developer to the Property Owners Association, herei after described. Charges made

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pursuant to this section shall be due when billed and in the event that they are not paid within fifteen (15) days thereafter, shall constitute a lien upon the mobile home lot and same may be enforced as in the case of any lien foreclosure.

13. Occupancy: No temporary house, temporary dwelling or temporary structure shall be placed or erected upon any lots unless approved by the developer. No mobile home erected, placed, permitted or maintained upon any lots shall be occupied in any manner while in the course of construction or installation, nor at any time prior to its being fully completed and connected to all necessary utilities. Further, no mobile home shall be in any manner occupied until it complies fully with the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth.

14. Accessory Structures: Accessory structures remain as per definition, dependent upon the mobile home, and shall not be used as complete, independent living units with permanent provisions for sleeping, cooking and sanitation. Only such structures shall be erected on a mobile home lot as are designed in a manner that will enhance the appearance of the mobile home development and, only if they are constructed so as not to obstruct or prevent repair, inspection and maintenance of mobile home equipment and utility connections. No accessory structure shall be erected unless all plans for the construction thereof have been submitted to and approved in writing by the developer. The developer shall not be responsible for any structural defects in such plans or specifications or in any accessory structure constructed in accordance with such plans and specifications.

15. Approval of Plans: All plans for the construction of private streets, and driveways, and all plans relating to the construction, installation, erection or placing of mobile homes on the mobile home lots, including plans for the mobile home stand, the proposed location thereof upon any lot, any changes after approval thereof, and any remodeling, reconstruction, alteration or addition to any mobile home, street or driveway or accessory structure on any lot shall

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require the prior approval in writing of the developer. Developer will not approve the construction, installation, erection or placing on any such lot of a mobile home which is not in good, first-class condition at the time of placement. Further, the developer reserves the right to summarily reject requests for approval of plans which involve the placement of mobile homes three or more years of age on any mobile home lot; provided, however, that developer may, at its sole discretion, permit such mobile homes to be placed on any lot. Before beginning the construction, erection, installation or placement of any street, driveway, mobile home or accessory structure, or the remodeling, reconstructing or altering of same, the person or persons desiring to do such construction, etc. shall submit to the developer two complete sets of plans, detailing the proposed improvements. No structure of any kind is allowed, the plans and specifications of which have not received the prior written approval of the developer and which do not comply fully with such approved plans and specifications. Approval thereof shall be evidenced by developer's 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 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 mobile home or accessory structure constructed, installed, erected or placed according to such plans and specifications.

16. 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 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 mobile home 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.

18. 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 (10) feet from the lot line paralleling and adjoining the waterfront.

21. Planting: No walls, fences, hedges, plants or shrubs higher than 3 feet shall be maintained on waterfront lots within 10 feet of the property line or shoreline. No trees having substantial foliage lower than 10 feet shall be maintained on any waterfrontage lot within 10 feet of the shoreline. For purposes of this paragraph, the term "plants" shall not include trees.

20. 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. All charges made pursuant to this paragraph shall, if not paid within fifteen (15) days after the date billed, constitute a lien upon the lot, and such lien may be enforced as in the case of any lien foreclosure. This paragraph does not apply to lots still owned by American Holding Corporation, or its successors or assigns (which term shall be held to exclude individual lot purchasers or owners).

23. Waterfront Structures: No structure except docks, piers, or pilings permitted by paragraph 20 hereof shall be constructed, nor shall any fill be used to extend the property, behind or beyond the shoreline of any waterfront lot.

24. Mobile Home Stands: The mobile home stand shall be improved to provide adequate support for the placement and tie-down of the mobile home. The stand shall not heave, shift or settle unevenly under the weight of the mobile home due to frost action, inadequate drainage, vibration or other forces acting on the structure. Anchors or tie-downs, shall be placed at least at each corner of the mobile home stand, and each anchor or tie-down shall be able to sustain a minimum load of 4,800 pounds.

25. Sewage: Each mobile home shall be connected to the central sewerage system designed by the developer to serve the lot. No other method of sewerage disposal shall be permitted, except with the prior written consent of the developer.

24. 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 Owners Association, Inc., a non-profit corporation.

27. Assessment for Maintenance of Roads, Streets and Other Services: Each individual lot purchaser or owner ("Grantee"), for himself, his heirs, executors and assigns, covenants and agrees to

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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, such assessment shall constitute a lien upon such Grantee's lot(s), inferior and subordinated to any first mortgage, upon such lot(s), and same may be enforced as in the case of any lien foreclosure. The initial monthly assessment for the year beginning January 1, 1974 shall be \$6.00. Such monthly 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 to maintain the roads and streets and provide all the other public services contemplated herein, this covenant shall cease, terminate and be held for naught.

26. Approval of Purchaser: No lot shall be sold or resold unless the name of the prospective purchaser has been submitted in writing to the developer or, when created, to the membership committee of the Perry Park Resort Owners Association, Inc. and such prospective purchaser has been approved by the developer or approved for membership by the membership committee. This provision shall not defeat or render invalid the lien of any mortgage or other encumbrance acquired in the ordinary course of the lienholder's business nor shall it bind any transferee therefrom, except that such transferee shall nevertheless make application for membership in the Perry Park Resort Owners Association, Inc. as herein provided. Nothing in this paragraph shall be construed as permitting any unlawful action whatever.

28. Easements: A perpetual easement is reserved on each lot formed during the development of the subdivision unless approved by the developer.

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

30. Duration of Covenants, Restrictions, Reservations and

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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 Owners Association, Inc. 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.

32. Enforcement: Enforcement shall be by proceedings 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.

33. 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.

34. 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 American Pyramid Companies, 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 American Holding Corporation by its Vice President, duly authorized hereunto by a Resolution of its Board of Directors, this 14th day of November, 1973.

AMERICAN HOLDING CORPORATION

By: E. Stachelski
Vice President

