

DECLARATION OF RESTRICTIONS

FOR

PERRY PARK RESORT a/k/a GLENWOOD HALL PLANTATION AND  
RIVER CLUB

UNIT 9

THIS DEED OR DECLARATION OF RESTRICTIONS by TRANS-  
SOUTHERN LIFE, an Alabama legal reserve life insurance company,

WITNESSETH:

Trans-Southern Life, an Alabama legal reserve life insurance company,  
has filed in the Owen County Court Clerk's office, a plat of a subdivision  
known as Perry Park Resort a/k/a Glenwood Hall Plantation and River  
Club, Unit 9 : said subdivision being more particularly described as  
follows:

Beginning at the rear corner of Lot 507 Unit 5 Perry  
Park Subdivision as recorded in Deed Book 114, page  
516 of Owen County thence with the bearings and  
distances listed as follows:

Thence N. 43° 30' 00" E. - 210.06';  
thence N. 60° 09' 20" E. - 214.25';  
thence N. 30° 42' 00" E. - 49.15';  
thence S. 65° 26' 54" E. - 317.26';  
thence S. 84° 15' 24" E. - 8.30';  
thence S. 17° 38' 12" E. - 185.87';  
thence S. 40° 54' 27" E. - 54.08';  
thence S. 19° 20' 04" E. - 136.74';  
thence N. 66° 56' 49" E. - 149.06';  
thence N. 61° 03' 10" E. - 170.00';  
thence S. 28° 56' 50" E. - 3.00';  
thence N. 61° 03' 10" E. - 140.00';  
thence S. 28° 56' 50" E. - 52.48';  
thence N. 61° 03' 10" E. - 190.00';  
thence S. 28° 56' 50" E. - 66.21';  
thence N. 61° 03' 10" E. - 140.00';  
thence S. 28° 56' 50" E. - 300.00';  
thence S. 61° 03' 10" W. - 173.73';  
thence S. 25° 48' 22" W. - 58.45';  
thence S. 54° 35' 42" W. - 144.07';

432

thence N. 42° 35' 32" W. - 12.06';  
thence S. 47° 24' 26" W. - 139.83';  
thence N. 33° 24' 11" W. - 100.00';  
thence N. 71° 35' 55" W. - 66.49';  
thence S. 67° 10' 00" W. - 165.16';  
thence S. 36° 32' 09" E. - 239.37';  
thence S. 39° 59' 24" W. - 465.07';  
thence S. 50° 14' 37" W. - 43.04';  
thence N. 90° 00' 00" W. - 280.00';  
thence S. 47° 02' 02" W. - 177.74';  
thence N. 76° 22' 43" W. - 100.13';  
thence N. 80° 00' 00" W. - 733.25';  
thence N. 56° 51' 37" W. - 65.92';  
thence N. 19° 10' 00" E. - 521.32';  
thence N. 51° 55' 51" E. - 445.00';  
thence N. 18° 07' 00" W. - 198.25';

To the Point of Beginning containing 38.15 acres, being all the property of Unit 9 Perry Park Subdivision.

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 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 Perry Park Resort a/k/a Glenwood Hall Plantation and River Club was recorded in the office of the County Court Clerk, Owen County, Kentucky, Deed Book 117, page 295, on the 21st day of December, 1970.

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 the grantor and the Perry Park Resort Owners Association, Inc., hereinafter provided for.

NOW THEREFORE, Trans-Southern Life 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) (1) Minimum floor areas shall be determined on the basis of original lot sales price as set by developer and shall be as follows: Lot price up to \$5,000 - 1,000 square feet; lot price \$5,000 to \$8,000 - 1,200 square feet; lot price over \$8,000 - 1,500 square feet.

(2) No one-story buildings shall be constructed on lots bordering on the golf course with a fully enclosed first floor area of less than 1,500 square feet, exclusive of carports, garages 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 buildings shall be constructed with a fully enclosed first floor area of less than 850 square feet. (3) No one-story buildings shall be constructed on lots with a fully enclosed first floor area of less than 1,000 square feet, exclusive of carport, garage, and open porches.

(c) Nothing in the above Sections 1(a) and 1(b) shall prevent the developer, its successors and assigns, from erecting, placing, permitting or maintaining multi-family residential dwellings, including, without limitation, condominium and/or apartment developments, on the property and on the lots into which it has been divided.

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, its successors and assigns from erecting, placing, or permitting 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 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.

435

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 25 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 main-  
tained 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 improve-  
ment 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 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.

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

#38

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. Golf Course: Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent

to the lots which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with the game of golf and with all the normal and usual activities associated with the operation of a country club. The developer shall have the right to prescribe in writing to the governing body charged with operating the golf course and country club the manner and extent to which the rights under this easement shall be exercised. In addition, the developer may, in his sole discretion, limit or withdraw or prohibit certain of the acts authorized in this easement, and he may limit the manner or place of doing all or certain of the acts authorized by this easement.

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.

19. Planting: No trees having substantial foliage lower than ten (10) feet shall be maintained on any golf course or water frontage lots within 25 feet of the golf course or shoreline, and no walls, fences, hedges, plants or shrubs higher than three (3) feet shall be maintained on golf course or water frontage lots within 25 feet of the property line

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.

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

22. 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 behind the lot and shoreline or any waterfront property.

23. 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.

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.

25. Assessment for Maintenance of Roads, Streets and Other Public Services:

442

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 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. 443

27. 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.

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

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 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.

31. Landing Strip: Easements to permit the doing of every act reasonably necessary for the operation of aircraft on and around the development airstrip is hereby granted and established. All property adjacent to or abutting the development landing strip shall be subject to a 25-foot runway easement. No buildings, fences, plantings or objects of any nature of more than 7 feet in height shall be permitted or maintained within 25 feet of the landing strip.

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 Trans-Southern Life by its Vice President, duly authorized hereunto by a Resolution of its Board of Directors, this 15th day of January, 1971.

TRANS-SOUTHERN LIFE

By: E. Carlisle  
Vice President

STATE OF KENTUCKY )  
 ) SS.  
COUNTY OF )

445

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, Vice President of Trans-Southern Life, who acknowledged said instrument to be his act and to be the free act and deed of said corporation.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Notary Public, Jefferson County, Ky.

My commission expires \_\_\_\_\_ My commission expires May 18, 1974 .



\_\_\_\_\_  
Notary Public

I hereby certify that I prepared the foregoing instrument:

Michael G. Shaikun  
Michael G. Shaikun  
Greenebaum Grissom Doll Matthews & Boone  
300 Portland Federal Building  
Louisville, Kentucky 40202  
(502) 589-4200

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 at 10:15 A. M., lodged for record, whereupon the same, with the foregoing and this certificate both been duly recorded in my office.

Given under my hand, this 16th day of January, 19 71.

Harold Hughes, Clerk