

Seal Affixed  
My commission expires

/s/ CAROL A. HUSTER  
Carol A. Huster

August 25, 1979

This instrument prepared by:

/s/ LUTHER C. CONNER JR.  
Luther C. Conner Jr.  
Attorney at Law  
Granville Hotel Building  
Albany, Kentucky 42602

STATE OF KENTUCKY )

COUNTY OF CLINTON ) SCT.,

I, Robert M. Reneau, Clerk of the County Court for the County and State aforesaid certify that the foregoing Deed was on the 29th day of May, 1976, lodged in my office for record at 8:52, A.M. Whereupon the same with the foregoing and this certificate have been duly recorded in Deed Book no, 58 at page nos, 228-230.

GIVEN UNDER MY HAND, This the 29th day of May, 1976.

ROBERT M. RENEAU, CLERK

BY: *[Signature]*  
Deputy Clerk

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DALE HOLLOW MANOR, INC,

TO:

RESTRICTIONS, COVENANTS AND EASEMENTS

This statement of restrictions and covenants made this 29th day of May, 1976, by Dale Hollow Manor, Inc, a Kentucky corporation whose address is P.O. Box 177 103 N. Cross Street, Albany, Kentucky 42602

WITNESSETH: Whereas, Dale Hollow Manor Inc, is the owner of a certain tract of land located and lying on Dale Hollow Lake, in the Shipley Community, on Kentucky Highway 553, Clinton County, Kentucky, and being the same property acquired by deed from Clement Shelley, et al, dated May 29, 1976, of record in the office of the Clerk of the Clinton County, Kentucky Court in Deed Book \_\_\_\_\_ page \_\_\_\_\_, and said Dale Hollow Manor, Inc, desires to place upon a portion of said premises designated as Block A and Block B of Dale Hollow Manor (the plat of which appears of record in the aforesaid Clerk's office in Plat Book 1, page \_\_\_\_\_) certain restrictions and covenants as to use and occupancy.

Now, Therefore, the following restrictions and covenants are made and declared to apply to all lots of Blocks A and B of Dale Hollow Manor except where otherwise provided.

1. The covenants, conditions, restrictions, reservations and easements herein specified shall be perpetual and forever binding, shall run with the land and be binding on all parties and all persons hereafter acquiring any interest in any lot in Blocks A and B of said Dale Hollow Manor, except where otherwise, provided. Provided, however, that said covenants, conditions, restrictions and reservations, (but not the easements) may be changed in whole or in part by a vote of a majority of the lot owners, each lot representing one vote.

2. All lots in Blocks A and B shall be known and described as residential lots, except lots one (1) through eight (8) in Block A which may be used for residential or commercial purposes, but not both

3. No structures or mobile units shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling. Said single family dwelling may be owned by more than one family or individual and occupied jointly (two or more families at one time), for periods of not more than two weeks.

4. No building or mobile home on lots one (1) through ten (10) in Block A shall be located nearer than twenty (20) feet to the street or road right of way; no building or mobile home on any lots in Block A and B shall be nearer than Ten (10) feet to any side lot line, nor nearer than twenty five (25) feet to the rear line, nor the remainder of the lots in Block A or B nearer than ten (10) feet to the front line.

5. Mobile homes are specifically permitted. All mobile homes are to be no more than five (5) years old and have an appraised retail value of at least \$3,500.00 when placed on the lot

6. All mobile homes shall be a 12' X 50 foot in size or larger, and shall be completely underpinned on all four sides with a solid finished building material and said underpinning shall be completed within 60 days from the date such unit is moved on the lot.

7. The exteriors of mobile homes and all other structures placed on any lot shall be kept in good repair.

in good repair.

(8) Any residence, other than a mobile home, shall be newly constructed or placed on the lot and have a minimum of 500 square feet of living space, excluding carport, garage, porches, breezeway, basement or other similar addition. Any "A-Frame" type buildings or mobile units shall have a minimum of 400 square feet.

(9) No buildings, which have been constructed elsewhere shall be placed on any lot, except for a new modular type building.

(10) All buildings, modular or mobile homes shall have inside sanitary plumbing. All sewage disposal systems shall conform to laws and regulations of the Commonwealth of Kentucky, Kentucky State Department of Health and the Clinton County Health Department.

(11) No building shall be more than twelve months under construction.

(12) Mobile camper vehicles, camper trailers pulled by motor vehicles, vans, and tents, may be placed on any lot for use as a residence for a period no longer than two weeks. Approved sanitation and sewage disposal units, portable or otherwise must be used.

(13) Any additional or second buildings such as garage or utility building shall comply with all appropriate provisions herein.

(14) No non residential type of structure may be used as a residence either temporarily or permanently.

(15) No lot shall be divided in any manner, nor shall any lot or lots be used for streets rights, of way or alleys, without written authorization of the developer, Dale Hollow Manor, Inc.

(16) No livestock or poultry shall be kept or maintained on any lot; household or domestic pets are permitted.

(17) No natural drainage areas on any lot shall be disturbed, altered or obstructed.

(18) No motor vehicles that are not usable or in running condition, no equipment, materials, junk, or trash shall be permitted to remain permanently on any lot. Boats and trailers are permitted.

(19) Each lot owner shall mow the grass on his lot at least three times in the growing season. Provided, however, the developer reserves the right to enter upon any lot for the purpose of mowing same, to sow and fertilize grass, and to remove or cut any brush piles.

(20) No motor vehicle of any type, including two, three or four wheel vehicles shall pass or drive over any lots or any undeveloped property owned the developer without the lot owner or developer's permission.

(21) The twelve foot walkway running from the end of Charlotte Court to the line of the United States of America is reserved for the use of the owners of the lots and the developer and all motor vehicles of any type, including those in paragraph 20, are excluded from same.

(22) All streets shown on the plat are dedicated for public use, however the developer reserves the right at its option to place a sign near the entrance of the development identifying same, and further reserves, the right to place any speed control bumps or devices on said streets at any time, if same are deemed necessary in the sole discretion of the developer.

(23) A perpetual easement is reserved and has been or will be granted over the front ten (10) feet of the lots in Blocks A and B, said easement being granted to the City of Albany, Kentucky for the purpose of installing and maintaining electrical lines and poles water lines and to South Kentucky Rural Electric Co-op Corp, for the purpose of installing and maintaining electrical lines and poles.

In witness whereof, Dale Hollow Manor, Inc, has caused this instrument to be executed in its corporate name by its president, Clement Shelley, attested by its secretary, Luther G. Conner Jr, and its corporate seal to be hereunto affixed this 29th day of May, 1976.

DALE HOLLOW MANOR, INC.

ATTEST:

BY: /s/ CLEMENT SHELLEY  
President

/s/ LUTHER G. CONNER JR.  
Secretary

COMMONWEALTH OF KENTUCKY

COUNTY OF CLINTON

The foregoing instrument was acknowledged before me this 29th day of May, 1976, by Clement Shelley, President and Luther G. Conner Jr, Secretary of Dale Hollow Manor, Inc, a Kentucky corporation, on behalf of the corporation.

Seal Affixed  
My commission expires  
August 25, 1979

/s/ LILLIAN M. DICKERSON  
Lillian M. Dickerson  
Notary Public  
Kentucky State at Large

This Instrument prepared by:

/s/ LUTHER G. CONNER JR.  
Luther G. Conner Jr.  
Attorney at Law  
Granville Hotel Building  
Albany, Kentucky, 42602