

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS**

**STILLWATER**

Dated:  
State of Kentucky  
County of Russell

This declaration made this the 17th day of August, 2005, by WATERFRONT GROUP, LLC a Kentucky Corporation, hereinafter called Declarant;  
WITNESSETH:

THAT WHEREAS, the declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

**ARTICLE I.**

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Russell County, Kentucky, and is more particularly described as follows:

ALL of Lots One (1) through Two Hundred and Twenty-Two (222) of the subdivision named **STILLWATER** more fully shown on that certain plat prepared by Fred C Howell, Kentucky Registered Land Surveyor No. 3629, dated July 28, 2005 and recorded in the Office of the Register of Deeds of Russell County, Kentucky, in Cabinet 2, at Slide 762.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

**ARTICLE II.**

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

### ARTICLE III.

The Declarant shall form a non-profit, non-stock corporation known as Stillwater Property Owners Association, Inc. (hereinafter "POA") prior to the conveyance of any lot within Stillwater Subdivision. The title owners of Lots within Stillwater shall become members of the Association at time of settlement. The Declarant shall administer the Association until the first meeting of the Stillwater Property Owners Association, which shall take place no later than one-hundred and eighty (180) days after the Declarant has conveyed ninety (90) percent of Lots in Stillwater, at such time the Stillwater Property Owners Association will elect its own Administrators of the Association and shall operate freely within the restrictions herein contained. Each lot owner shall be entitled to one vote concerning election of administrators and other association matters such as special assessments, dues, etc.

Every lot described on the Stillwater plat map recorded in Cabinet 2, Slide 762 of the Russell County registry, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot owner within Stillwater shall be the sum of four hundred dollars (\$400.00) per lot, per year. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be changed at any time by an affirmative vote of seventy-five Percent (75%) of Lot owners excluding Declarant. The collected funds shall be known as the Stillwater Maintenance Fund. The Stillwater POA shall administer and have jurisdiction in The Enclave and The Village.

After election of officers, the **Stillwater Maintenance Fund** shall be owned jointly by all the Lot Owners of the property in Stillwater, The Enclave and The Village, and shall be used only for:

- a. Maintenance of roadways; resurfacing, repairing, clearing and debris removal.
- b. Maintenance expenses for entrance; security gate, landscaping, fencing and signage.
- c. Maintenance of all current common areas or future improvements.
- d. Mowing of the golf holes and pitch and putt facilities.
- e. Maintenance of boat storage and parking area.
- f. Maintenance of park and picnic areas.
- g. Maintenance of the volleyball court.
- h. Maintenance of the lake side park.
- i. Electric bills, postage and insurance.
- j. Community enhancement (weed eating, cutting of grass, debris removal, etc.)
- k. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.
- l. All reasonable administration costs for the perpetual continuation of the **Stillwater Property Owners Association, Inc.**

The Stillwater POA shall have the power to file with the Register of Deeds of Russell County a notice if an assessment has not been paid, and a lien will be placed on said property, and shall continue until the assessment is paid. The annual assessments are due by April of each current year.

### ARTICLE IV.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Association upon election of the Association's governing body.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval. The term "improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against lot owners who start building without approved plans.

The ACC has prepared and will maintain "Building Standards" which summarizes the construction standards to be used as the criterion for the approval of proposed improvements. A separate set of building standards shall apply to The Village of Stillwater. The ACC, or the Declarant, shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to Stillwater ACC, Scott Rye, 10511-B Hardin Valley Road Knoxville, TN 37932, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have thirty (30) days to approve complete plans that have been submitted by lot owner(s) or builder.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval, or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC, or any partner, member, employee or agent of the Declarant or the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

## **ARTICLE V.**

Contractors and Property Owners must adhere to the building standards set forth by the Architectural Control Committee concerning new home construction, herein stated. All homes must be stick built construction only, no mobile, modular or systems built homes allowed.

The homes exterior must consist of either wood, log, rock, stone, stucco, brick or any combination. No vinyl and/or aluminum siding permitted. All homes with log or wood exterior, must be stained a minimum of one application every two years. Block, brick, rock, stone or concrete foundations are permitted. Exposed concrete or block must have one of the approved exterior materials applied on or before completion of home. Any new materials that are approved by the Kentucky Homebuilders Association may be considered. Detached garages are permitted, but must be constructed of similar exterior material as the home. No front end loading

garages permitted. No additional outbuildings will be permitted. Roof pitch must be minimum of 6/12, this also applies to detached garages.

Each Lot within Stillwater Subdivision has been inspected by soil scientists and a certified sewage disposal area has been delineated and approved by the Russell County health department. Russell County health department should be notified before construction of your home commences.

Contractors must have proof of insurance; to include but not limited to; transportation, workman's compensation, errors and omissions and liability insurance of no less than \$1,000,000.00. Contractors may be required to provide references to the ACC prior to plan approval. Each contractor must provide one (1) portable toilet for each job site within the development. Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpsters at the end of each working day. The ACC reserves the right to levy fines of \$100.00 per day against contractors who do not adequately clean their building sites or do not have a functioning portable toilet. Building materials cannot be placed within road right of ways or utility easements. All trees needing cleared by contractors for site preparation must be cut from the top down to avoid any damages to surrounding trees and area. All cleared trees must be removed from the property quickly and are not allowed to be placed on adjoining Lots during construction. Contractors must assume liability for all construction vehicles that enter Stillwater en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete weight limit is five (5) yards per truck, contractors will be responsible for any damage to roadways during construction. Contractors are responsible for the actions of any and all subcontractors they employ and are liable for any damage to underground utilities. The ACC reserves the right to levy a fine against any Lot Owner who commences to build without the approval of the ACC.

Property Owners who purchase in The Village of Stillwater, Lots one-hundred seventy-eight (178) through two-hundred twelve (212) must adhere to the same Building Standards set forth, however, all structures within The Village shall generally conform to one of the fifteen (15) plans shown in the Timberline Cabiminius plan book. Architectural drawings will be supplied by the Waterfront Group at a charge of Three-Hundred dollars (\$300.00) for each structure. Timberline Cabiminius plan book and drawings to be turned over to the POA during the first meeting, and all architectural plan request thereafter shall be addressed to the POA.

Lot Owners in The Village must adhere to the following Building Standards set forth in regard to construction of one the fifteen (15) cabins; exterior siding of each cabin must be white pine, yellow pine or cedar and must be stained with cedar tinted Cabot 3000 with a minimum of two (2) applications upon completion of construction. The exterior siding must be a stained a minimum of one (1) application every two (2) years after initial construction. All foundations and fireplaces bases must be covered with either stacked stone or a cultured stone product such as centurion or a comparable brand. Exterior decking must be constructed entirely of wood, no trex or composite material is acceptable. Exterior decking must include handrails, spindles, and steps. Exterior decking must be stained the same color as the house with a minimum of two (2) applications. Exterior roof must be metal. Roof color must be either green, red, copper, brown or black. A separation of colors is encouraged and may be enforced by the ACC. The window treatments that are visible from outside the home must be wooden paddle blinds one and one-half (1½) inches to two (2) inches in width and must match the exterior of the home. All exterior ground cover and landscaping must be approved by the ACC. Small wooden fences may be permitted but must be approved by the ACC. Outbuildings must be constructed of identical materials as the home and no larger than eight (8) feet by ten (10) feet in size. Outbuildings must be placed at the rear of the home and be no more than ten (10) feet from the exterior wall of the

home. Entry statements, monuments and house number signs must be approved by the ACC. All builders must be approved by the ACC.

Before construction commences, Property Owners must present two (2) copies of blue line schematic drawings to the ACC and a completed ACC check list for their approval. Lot Owners are responsible for agents, employees, contractors, subcontractors.

An Architectural Control Checklist must be submitted for approval before construction commences, and must contain the following; two (2) copies of preliminary site plan disclosing location of all improvements to be placed on Lot. Two (2) copies of schematic drawings of home, locating improvements on Lot, showing elevation on all four (4) sides, color schemes, building materials, and all site improvements. One copy of each; site plan and schematic drawings, will be returned to Lot Owner. Lot Owner must supply contractor name and a list of subcontractors to be used during construction. Proof of insurance, builders risk, errors and omission, auto, liability and workmen's compensation and a copy of signed disclaimer from Contractor and a general description of building materials must be presented.

Upon receipt of a completed Architectural Control Checklist, the ACC will respond within thirty (30) days for Final Approval. Copies of your correspondence to the ACC will be kept on file.

#### **ARTICLE VI.**

Prior to the first meeting of the Stillwater Property Owners Association and formation of the POA Board, if any such Lot Owner decides to sell their Lot, they shall inform the Declarant of the new Lot Owners name, address, and phone number. Once the POA Board is in place, all Lot Owners selling their Lot shall forward the contact information of the new Lot Owner to the Directors of the POA Board. Lot Owners who are selling their Lot shall be held responsible for conveying to the new Lot Owner all pertinent information with regard to the Development (i.e. covenants, building standards, etc.)

#### **ARTICLE VII.**

In addition to the Requirements of Articles IV and V concerning compliance with the ACC and the Building Standards, compliance with the applicable laws, ordinances and Regulations of Governmental Agencies, the following restrictions apply:

1. Residential Use. No Lot shall be used except for residential and recreational purposes.
2. Combination of Lots and Re-subdivision. No Lot shall be subdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.
3. Floor Area of Residences. Only stick built or log homes permitted. No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,400 square feet with a minimum foot print of 800 square feet. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of commencement of construction.
4. The Enclave: Lots sixty-one (61) through seventy (70) and seventy-two (72) through ninety-two (92) shall construct only stick built or log homes. No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,800 square feet with a minimum foot print

of 1,000 square feet. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of commencement of construction

5. Prohibited Structures. No manufactured homes, modular homes, single-wide mobile homes, doublewide mobile homes, previously constructed homes, recreational vehicles with facilities or buses situated on any Lot as residence or for storage, either temporarily or permanently.
6. Water. No individual wells will be permitted. All Lot Owners will be required to connect to the central water system.
7. Common Wells: The wells that are in the common areas adjacent to both ponds are to be used to maintain the ponds water level and may be used for irrigation.
8. Village Residences. Lot Owners in The Village of Stillwater shall choose one (1) of the fifteen (15) approved house plans from the Timberline Cabiminius plan book. Lot Owners may alter a plan only with the approval of the Declarant or the ACC. A plan book can be obtained from the Declarant or from the President of the Property Owners Association.
9. Other structures. Each Lot may contain one detached garage, barn, and/or storage shed, provided that any structures consist of materials similar to those used for the residence. No additional detached garages, carports, barns, storage sheds, guest houses or other outbuildings may be constructed or situated on a Lot.
10. Signs. The Declarant reserves the right to erect signs in Stillwater. Signs may be erected by individual Lot Owners, signs shall be no larger than three (3) feet by three (3) feet in size, and must be made of metal or wood. "For Sale" signs must be neat clean and be brown or black in color with gold or white lettering. Signs can be placed on individual Lots, however, directional signs at the entrance and road intersections are prohibited. Any exception of this covenant must be approved by the POA. No for sale signs may be erected on any Lot until the election of the Stillwater Property Owners Association Board of Directors.
11. Fences. All fences must be constructed of a wood type material. No chain link, barb wire or woven wire fences allowed. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the POA so consents. All retaining walls must be of material approved by the ACC and no to exceed a height greater than three (3) feet about the earth being retained. No privacy fences allowed in The Village
12. Driveways. Driveways must be asphalted or cemented within one (1) year of completion of construction.
13. Right of Ways. The right-of-way for all roads as shown on the Plat are deemed important to the beauty and substantial development of the Development, and the use and full width of the right-of-way is encouraged so as to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing

within this easement/right-of-way any obstruction to the clear and free mowing and other uses, in the same manner as any other public road/right-of-way.

14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved five (5) feet in width over all side Lot lines. In addition, the property described in Article I hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Russell County Registry in Cabinet 2, Slide 762. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.
15. Setbacks. No permanent structure shall be erected within fifteen (15) of any side Lot line within Stillwater and within five (5) in The Village.
16. Ingress/Egress. No Lot shall be used for ingress and egress to any properties not part of this Development. Developer reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.
17. Animals. Household pets such as cats or dogs are permissible provided they are not bred or maintained for commercial purposes. In addition, the Development shall allow an Owner one (1) horse or pony per one (1) acre of grazing land, up to a maximum of five (5) horses per Lot. Other than horses, no swine, livestock, poultry or other such farm animals shall be permitted. No pets shall be permitted outside the boundaries of the Owners Lot unless accompanied by their owners and/or on a leash. The POA, or any individual resident, may take appropriate measures to ensure compliance with this provision.
18. Camping. Each Lot Owner may allow camping with professional equipment for a period not to exceed seven (7) days out of a thirty (30) day period.
19. Vehicles. No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon state highways. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulation now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot adjacent to which such vehicle was parked. Neither the Developer or the POA shall be liable to the owner of such vehicle of trespass, conversion, or otherwise, not be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the



owner of such vehicle to receive any notice so said violation shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, all terrain vehicles campers, buses and automobiles.

20. Nuisance. Each Lot Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot. No Owner shall commit waste upon an Lot within the Development.
21. Noise. No Lot Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners ability to peacefully possess and enjoy their Lot. No excessive noise will be tolerated within the Developments Common Areas.
22. Damaged Structures. In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months.
23. Watercraft, Boat Trailers, Motorcycles, RVs. Watercraft, boat trailers, motorcycles and RVs must be stored only in side and rear yard areas or garages and must not be visible from neighboring Lots, streets or Common Areas. Watercrafts, boat trailers, RV's are permitted in Lot Owners driveways but not for period of more than three (3) consecutive days.
24. Home Businesses. It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No Lot shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or nonprofit; provided, however, this restriction is not intended to prevent a Lot Owner from using their property for social, religious, or sporting activities that are normal and usual in private dwellings. No advertisements of any kind will be permitted on any Lot for home-based businesses.
25. Outside Recreation Equipment. Outside recreation equipment may be placed upon any Lot so long as the equipment is located within the rear yard area, such equipment is not visible from any street within the Development, and the design and location is approved by the POA prior to installation. It is understood that the POA may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include, swings, slides, trampolines, playhouses, basketball goals and similar equipment or structures.
26. Clotheslines. There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot.



27. Hunting. There shall be no hunting within the Development, and no discharges of any firearms.
28. Antennae. Satellite dishes can not exceed eighteen (18) inches in diameter, and must be fixed to the rear of the residence. No radio transmitting antennae permitted.
29. Lighting. No building-mounted floodlights shall be permitted on the front or sides of any structure that interfere with the neighboring Lots, or are a nuisance while driving on the developments roadways.
30. Burning. No Lot Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use and enjoyment by other Owners of their Lots. Burning of leaves or refuse shall be not be permitted within the Development without approval of local governing authorities.
31. Codes. Each Lot Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to their Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.
32. Rules and Regulations. The Association may establish rules and regulation governing the conduct of Lot Owners as well as their respective families, invitees, agents, servants and contractors on their Lots or the Common Areas of the Development to assure that the conduct of such persons meets an acceptable standard and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption thereof to Lot Owners.

#### **ARTICLE VIII.**

No commercial timbering will be permitted upon any Lot. Clearing for homesites will be permitted, however, no more than ten (10) percent of any Lot, or any tree with a diameter greater than six (6) inches shall be cleared without prior approval from the Declarant or the ACC. No tree shall be cut prior to building without permission from the Declarant or the ACC.

#### **ARTICLE IX.**

The roadways and rights-of-way constructed throughout Stillwater and The Village are for the common use of the grantor, Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

#### **ARTICLE XII.**

The Common use areas consisting of the Golf Holes, Pitch and Putt, Boat Storage and Common Park Areas are for the sole use of the Declarant, Stillwater, The Enclave and The Village Property Owners. These common areas are intended to remain private and not for public use. The Golf Holes and Pitch and Putt areas are to be used by Lot Owners, their friends and family. The Golf Holes and Pitch and Putt shall be used during daylight hours and will be on a first come, first

served basis. The POA reserves the right to implement such scheduling deemed necessary to ensure the proper use of the facility.

The boat storage area is to be used for the storage of boats and personal watercrafts with trailers only. No RVs, cargo trailers, tractor trailers or automobiles permitted in the boat storage area at any time. The boat storage area will be used on a first come, first served basis and a rotating use schedule shall be implemented by the Declarant or the Stillwater POA, if necessary.

#### **ARTICLE XIII.**

Community appearance will be maintained by the Declarant until formation of the Stillwater Property Owners Association's governing body. The Declarant and Property Owners Association shall use Association funds to maintain undeveloped Lots within Stillwater, The Enclave and The Village until the Lots have been built upon. Maintenance will consist of bush hogging, mowing and weed cutting of all undeveloped Lots a minimum of three (3) times per calendar year and the frequency may be increased at the discretion of the Declarant and/or POA. Individual Lot Owners may elect to exclude their Lot(s) from maintenance by the declarant and/or the POA with a written request to the Declarant or POA Board of Directors. If a Lot Owner chooses to exclude their Lot(s) from maintenance, the Lot Owner shall become responsible for maintenance of said Lot(s) to the same or better conditions as Lots maintained by Association. If the Lot has been improved, built upon, then the Owner of the improved Lot shall maintain their Lot, keeping Lot mowed and in conforming condition. All stumps, brush piles and debris shall be removed from Lots, or hidden from site from the roadways. Maintenance of developed Lots may be approved by a majority vote of all Property Owners.

The POA will also, be responsible for the maintenance of Stillwater's two (2) Golf Holes and the Pitch and Putt Common Areas. The grass must be mowed a minimum of two (2) times per week between April and October of each year or as needed. The grass must not exceed one-quarter (1/4) inch in height within the fairways of the Golf Holes, and surrounding the Pitch and Putt, and one and two (2) inches throughout the rough grass within and surrounding the fairways of the Golf Holes, as to maintain optimal play. Greater care needs to be taken ensuring viability and beauty of the fairways throughout each year.

The POA will annually landscape the entrance and roadways with mulch, shrubs and flowers.

#### **ARTICLE XIV.**

The property which lies between the lake side property line of Lots and Lake Cumberland is owned by the U.S. Army Corp. of Engineers, and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any owner, including owners of lake view lots, shall take any action contrary to such preserved status.

#### **ARTICLE XV.**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said Covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote of a majority of the then Owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person

or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

#### ARTICLE XVI.

Invalidation of any of these covenants or any part thereof by Judgments or Court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

#### ARTICLE XVIII.

The Declarant may waive or modify any of the provisions of these restrictions in its sole discretion, until the last lot in the subdivision is sold, at which time the Property Owners Association holds such discretion.

IN WITNESS WHEREOF, WATERFRONT GROUP, LLC has caused this instrument to be executed in its name by its Agent, all by authority of its Managers and Members first duly given, this the day and year first above written.

WATERFRONT GROUP, LLC.

Prepared by:

Daniel J. Rawn, Agent

STATE OF Tennessee  
COUNTY OF: Knox

I, MERCEDES C. PARTLOW, a Notary Public of the State and County aforesaid, certify that DANIEL J. RAWN personally appeared before me this day and acknowledged that he is an agent for WATERFRONT GROUP, LLC, a Kentucky Corporation, and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 16<sup>th</sup> day of August, 2005.

Mercedes C. Partlow  
Notary Public

My commission expires: Nov. 1, 2006.

The foregoing instrument was duly lodged for record in the office of the Russell County Clerk this 17 day of August, 2005 and recorded in Miscellaneous Records Book 16 Page 467  
Lisha Popplewell County Clerk: By Daniel J. Rawn