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PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, Made and published this 26<sup>th</sup> day of January, 2005, by *MISTY RIVER RESORT INC.*, a Corporation, consisting of RICHARD D TIPTON and JOHN P QUINTRELL, of the County of Cumberland, State of Kentucky.

WITNESSETH:

THAT WHEREAS, said Corporation is the owner of the development generally known in the community as *MISTY RIVER RESORT INC.* and being a development of all those lots, tracts or parcels of land situate, lying and being in the County of Cumberland, State of Kentucky, in Howards Bottom and shown on a survey and plat of the *MISTY RIVER RESORT* by J.S. Staton, Kentucky Registered Land Surveyor No. 2603, dated October 12<sup>th</sup>, 2004, said plat being recorded in Plat Book 3, Page 9, in the Office of the Clerk of the County Court of Cumberland County, Kentucky.

WHEREAS, it is to the interest, benefit and advantage of *MISTY RIVER RESORT INC.*, and to each and every person who shall hereafter purchase any lot in said development that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by *MISTY RIVER RESORT INC.*, and each and every subsequent owner of any of the lots in said development, said *MISTY RIVER RESORT INC.* does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through *MISTY RIVER RESORT INC.*, to wit:

1. SEWAGE DISPOSAL: A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Kentucky, will be used for sewage disposal for houses constructed on said subdivision lots.
2. TEMPORARY STRUCTURES: No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. The exterior of all structures to be constructed on any of said lots, shall be completed within one (1) year from the date that construction begins.

3. **MOBILE HOME OR MANUFACTURED HOME:** No mobile home or manufactured home of any type will be used or located on any lot at any time as a residence either temporarily or permanently.
4. **BUILDING LOCATION:** No house will be built closer to an adjoining subdivision lot than fifteen (15) feet.
5. **LAND USE AND BUILDING TYPE:** No lot will be used for any other purpose other than residential use. No building will be erected, altered, placed or permitted on any lot other than (1) detached family dwelling. No duplexes, condominium, or multi-unit building shall be located on any of said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.
6. **EASEMENTS:** Easements for installation and maintenance of utilities are reserved whereby a power line and water line with all essential clearing may be installed along the roads which traverse the above described lots.
7. **ARCHITECTURAL CONTROL:** Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of the houses erected on said lots, and must be either stuccoed, rocked or bricked.
8. **NUISANCES:** No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal trade, calling, or transaction will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk, (including old vehicles and discarded appliances), trash, and garbage.
9. **LANDSCAPING:** No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or reasonable landscaping.
10. **ARCHITECTURAL CONTROL:** No structure of any type will be placed upon those portions of the property reserved for public utility easements and for a public (traffic) roadway for ingress

and egress, nor will the roadway be obstructed, blocked, or modified in any way not clearly in the public interest.

11. **ARCHITECTURAL CONTROL:** All construction should comply with all local and state codes and be of reasonable architectural design. Minimum square footage of heated space will not be less than 800 square feet.
12. **SIGNS:** No signs, banners or displays except for reasonable identification of owner and address of the property will be allowed to be visible from the public road on any property.
13. **LOT SIZE:** No lot shall be subdivided, nor shall more than one (1) house be erected on any one (1) lot, subsequent to the sale of a lot by *MISTY RIVER RESORT INC.*
14. **POWER SUPPLY:** Electrical power from an electrical power source must be supplied to a lot only by the use of underground cables and lines to any residential structure placed on any of the above lots.
15. **ASSOCIATION FEE:** Association fees will be Thirty Five (35) Dollars per year for vacant lots and Eighty (80) Dollars per year for lots with residential structures.
16. **WATER FEES:** Water fees will be set by the County Water Department unless the land owner drills his/her own private well.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the said, **MISTY RIVER RESORT INC.**, by and through its general partners, have hereunto set its hand and seal, the day and year first above written.

**MISTY RIVER RESORT INC.,**

By: Richard D. Tipton  
Richard D Tipton

By: John P. Quintrell  
John P Quintrell

Witness: Karen Kendall

Notary Public: Quincy M. Beavers  
As to the signature of Richard D Tipton

Witness: Nancy D. Hyde

Notary Public: Donna E. Tipton  
As to the signature of John P. Quintrell



STATE OF KENTUCKY  
COUNTY OF CUMBERLAND, SCT.,  
This instrument was filed for record on the 8 day of  
Feb. 2005 at 8:45 o'clock a. M., and duly  
recorded in deed Book No. 131 Page No. 711  
of the records in this office.  
Given under my hand this the 8th day  
of Feb. 2005  
LYNN W. CYPHERS, CLERK  
Karla Young D.C.