

DECLARATION OF RESTRICTIONS
FOR
PERRY PARK RESORT a/k/a GLENWOOD HALL PLANTATION AND
RIVER CLUB

UNIT 101

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 101: said subdivision being more particularly
described as follows:

BEGINNING at a point in the low water mark
on the west bank of the Kentucky River said
point being in a southerly direction downstream
1560' more or less from the corner of Lot
735 of Unit 7 (to be recorded); thence down-
stream with the low water mark 1776' more
or less to a point.

- Thence S. 22° 18' 01" E. - 48.00';
- thence S. 45° 30' 31" W. - 108.17';
- thence S. 47° 10' 32" W. - 57.97';
- thence S. 54° 27' 37" W. - 70.00';
- thence S. 47° 12' 10" W. - 56.80';
- thence S. 27° 27' 37" W. - 25.00';
- thence N. 62° 32' 23" W. - 105.00';
- thence S. 58° 55' 35" W. - 29.31';
- thence S. 39° 13' 09" W. - 109.22';
- thence S. 21° 51' 40" W. - 87.48';
- thence S. 83° 25' 07" W. - 209.56';
- thence S. 38° 56' 23" W. - 171.45';
- thence S. 53° 30' 56" W. - 63.09';
- thence S. 73° 06' 51" W. - 77.52';
- thence S. 84° 02' 30" W. - 64.84';
- thence N. 87° 35' 12" W. - 118.00';
- thence N. 74° 13' 15" W. - 90.41';
- thence N. 81° 56' 58" W. - 70.64';

- thence N. 66° 29' 31" W. - 70.64';
- thence N. 68° 28' 30" W. - 29.93';
- thence N. 63° 18' 11" W. - 170.85';
- thence N. 33° 11' 22" E. - 95.00';
- thence N. 12° 49' 10" E. - 15.27';
- thence N. 35° 51' 06" E. - 17.07';
- thence N. 38° 56' 48" E. - 614.28';
- thence N. 38° 56' 48" E. - 25.51';
- thence N. 62° 28' 03" W. - 70.54';
- thence N. 27° 31' 58" E. - 25.00';
- thence N. 50° 31' 57" E. - 236.97';
- thence N. 52° 04' 14" E. - 73.69';

To the point of BEGINNING containing 17.96 acres being all the property of Unit 101, Perry Park.

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 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 Plantation and River Club, Unit 101, was recorded in the Office of the County Court Clerk, Owen County, Kentucky, Deed Book No. 117, Page 300, on the 21st day of December, 1970 (the "plat").

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 Trans-Southern Life and the Perry Park Resort Owners 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, Trans-Southern Life does hereby impose upon said property and make it subject to the follow 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 400 square feet, exclusive of accessory structures, or without outside dimensions of less than 10 feet in width and 40 feet in length.

(c) Nothing in the above Sections 2(a) and 2(b) shall prevent the developer, as defined in the last paragraph 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

29

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 and 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.

6. 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 or in any premises erected upon such lot, 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.

7. Utility Lines and Radio and Television Antennas: All electrical service and telephone lines, except the main trunk lines along the Right of Way, shall be placed underground, and no outside electrical lines shall be placed overhead, but this restriction may be waived by the developer. No more than one exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of any lot or the premises erected thereon, but this restriction may be waived by the developer. Any waiver of these restrictions as to one or more lots shall not constitute a waiver as to other lots.

8. Nuisances: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever or 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 designated for use in boring for oil or natural gas shall be erected, placed or permitted

31

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. Signs: No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement 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, 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 it for the sale or 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 clean and in a neat appearing condition. All electrical, water, sewer, and gas connections must be kept in a good, safe and leak-proof condition at all times. Complete skirting 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, hereinafter described. Charges made 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, driveway or accessory structure on any lot shall 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, brackets and name signs for such boxes, in order that the subdivision area be strictly uniform in appearance with respect thereto.

17. 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.

18. Vehicles: No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot in 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 erecting a mobile home on his lot; provided, however, that the erection thereof must proceed at a reasonable pace and further provided that the lot owner's neighbors are not being unreasonably inconvenienced thereby. Such vehicles must 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 roadway or street or any public utility.

19. Division of Lots: No lot shall be re-subdivided except as approved by the developer.

20. 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 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.

22. Weeds: No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of any lot. 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 Trans-Southern Life, 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.

26. Property Owner's Association: For the purpose of maintenance of 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 subdivision, 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 Public Services: Each individual lot purchaser or owner ("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, 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 annual assessment for the year beginning January 1, 1971, 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.

28. 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 for membership by the developer or by said membership committee. This provision shall not defeat or render invalid the lien of any mortgage or other encumbrance acquired in the ordinary course of a 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.

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

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

31. 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, by or through them until January 1, 1968, after which time said

covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years each, 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 the developer to enforce said covenants, restrictions, reservations and servitudes, or any of them, shall not be considered a waiver or construed as permission to violate any of 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, restriction, reservation or servitude, either to restrain violations or to recover damages.

33. Severability: Invalidation of any one of the covenants of this Declaration of Restrictions by judgment or court order shall in no way affect any of the other provisions hereof, 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 developer, which other property may be and may remain unrestricted whether such property is adjacent or nonadjacent to the lots of this subdivision 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 29th day of December, 1970.

TRANS-SOUTHERN LIFE

By: Edward J. Carlisle
Vice President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing Declaration of Restrictions was produced before 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 29th day of December, 1970.

My notarial commission expires: My commission expires March 28, 1971



Audrey Jeanne Hardwick
Notary Public, State at Large
Kentucky

I hereby certify that I prepared the foregoing Instrument:

Michael M. Fleishman
Michael M. Fleishman
Greenebaum Grissom Doll
Matthews & Boone
614 Kentucky Home Life Building
Louisville, Kentucky 40202

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 _____ lodged for record, whereupon the same, with the foregoing and this Certificate both been duly recorded in my office.

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

Harold Hughes, Clerk
By: Charles L. [Signature], D.C.