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STATE OF KENTUCKY
COUNTY OF TRIGG

FEB 02 2005

REG FEE 17⁰⁰ TAX _____
TRIGG COUNTY
WANDA H. THOMAS, CLERK
BY Thomas D.C.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
OSPREY LANDING UNIT TWO

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 27 day of January, 2005, by LAND BY LAKES, LLC., hereinafter referred to as Developer, of Trigg County, Kentucky.

WITNESSETH:

WHEREAS, said Developer is the owner of the development generally known in the community as OSPREY LANDING UNIT TWO, being lots twenty-two (22) through sixty-two (62), the property referred to herein, and being a development of all those lots, tracts, or parcels of land situated, lying, and being in the Canton area of Trigg County, Kentucky and being shown on a plat of the survey of "Osprey Landing Unit Two" dated January 26, 2005, prepared by Jonathan L. Payne of Cadiz, Trigg County, Kentucky, recorded in Plat Cabinet B, page 137, in the office of the Trigg County Court Clerk, Trigg County, Kentucky; and

WHEREAS, said real property which is the subject of this development along with other real property was conveyed to the Developer by deed recorded on November 15, 2004, in Deed Book 223, page 246, in the office of the County Court Clerk of Trigg County, Kentucky; and

WHEREAS, it is to the interest, benefit, and advantage of the Developer, and to each and every person who shall hereafter purchase any lot in said development that additional 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 the Developer, and each and every subsequent owner of any of the lots in said Development, said Developer 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 the Developer, to wit:

1. SUBDIVIDING: After the conveyance of a lot or tract by the Developer, no lot or parcel of less than five (5) acres shall be subdivided. If any lot is subdivided, the resulting parcels shall not be less than two and one half (2 ½) acres. The restrictions of this paragraph shall not apply to lots numbered forty (40) and numbered fifty-seven (57).

2. DWELLING TYPE: No metal carports, prefabricated homes, manufactured homes, modular homes or mobile homes of any type shall be used, located, or allowed on any lot at any time either temporarily or permanently for the construction of residences or outbuildings. Only one site built residential dwelling, and/or optional guest house, and/or outbuildings shall be allowed per lot.

3. LAND USE: Lots shall be used for single family residential purposes only, however, a professional business may be operated from within the home as long as the operation of same does not create a significant increase in traffic within the development and an owner occupied and operated bed and breakfast shall be allowed. No other commercial business of any type, no religious house of worship, and no school shall be maintained on any lot; however, this shall not prevent any homeowner from home schooling their own children. Temporary camping is permitted but shall not exceed two weeks in duration per visit and shall not exceed eight weeks per year. Only equipment that is professionally manufactured for the purpose of camping shall be allowed. No camping equipment shall be left unoccupied on a lot prior to the construction of a single family residence.

4. DWELLING SIZE: Each single family dwelling shall be constructed with a minimum square footage of fifteen hundred (1500) square feet heated living space, exclusive of any garage, basement, deck, patio, and porches.

5. SEWAGE DISPOSAL: A septic tank and proper drain field and/or other appropriate system installed in accordance with the standards of the Health Department of the State of Kentucky, will be used for sewage disposal for houses located on said development lots.

6. TEMPORARY STRUCTURES: No structure of a temporary character, such as a basement, camper, shed, tent, shack, garage, barn, or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently, unless for camping as noted in paragraph 3. This paragraph shall not be deemed or construed so as to prevent the use of a temporary construction shed during the period of actual construction of any residential structure or the use of adequate sanitary toilet facilities for workmen, which shall be provided during such construction.

7. EXTERIOR FINISH: The exterior finish of all buildings shall be of a material and color that blends with the surrounding environment. The use of a concrete block exterior finish is prohibited on all buildings except for foundations.

8. CONSTRUCTION: All construction shall comply with all local, state, and federal codes. Total construction must be completed within twelve months from the start of construction. The construction site must be kept clean of debris and waste must be disposed of properly. Any garage or other outbuilding shall only be erected during or after construction of the single family residence and such structure must conform in appearance and construction to the residence on

such lot, provided that site built rustic or wood sided barns may be constructed prior to construction of the residence.

9. EASEMENTS: Easements for the installation and maintenance of roads and utilities are hereby reserved. Easements are reserved along lot lines and within fifteen (15) feet of lot lines from and along the edge of the fifty (50) foot road right of way for the installation and maintenance of public and quasi-public utilities. See plat for other easements. All claims for damages, if any, arising out of the construction, maintenance, repair of utilities, or on account of temporary inconveniences caused thereby against the owners or any of their agents is hereby waived by the lot owner.

10. UTILITIES: All propane tanks must be buried underground where feasible or appropriately concealed. No satellite dish larger than eighteen (18) inches shall be permitted and no satellite dish shall be installed within the setbacks. No lightening rods, radio towers, cell phone towers, communication towers, antennae towers, or other towers shall be installed on a lot except that a television antennae may be installed on a lot after a single family dwelling has been constructed as long as the antenna does not exceed more than ten (10) feet above the roof line of the lot dwelling.

11. SET BACKS: All structures shall be set back from roads, creeks, rivers, lakes, and property lines as set forth by any local, county, state, federal ordinances or statutes in effect at the time of construction. No structure shall be built within twenty-five (25) feet of the development road rights of way, or within fifteen feet (15) of any side lot line.

12. SIGNS: No signs of any type, including but not limited to "For Sale" signs, broker signs, and contractors' signs, shall be displayed on any lot or within the road rights of way or utility easements within the development or development entrance with the exception of a sign identifying a bed and breakfast, any sign used for reasonable address identification, and any signs placed by the Developer to identify, advertise, and/or sell the development lots. All signs shall be professionally lettered and neatly installed.

13. NUISANCES: No noxious, offensive, noisy, or illegal activities shall be permitted on any lot. No substance, thing, or material shall be kept on any lot that will emit foul or obnoxious odors. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted. All outdoor lighting shall be installed and shielded downward so that light shall not shine directly across a property boundary and to minimize stray light. Outdoor lighting may continue only until 10:00 p.m. or for so long as the area is in active use except for one properly shielded entrance light adjacent to a doorway. Pole lighting provided by electrical companies may not be used.

14. LOT MAINTENANCE: Each lot shall be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). Trash and garbage must be properly disposed of in containers designed for that purpose. Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition.

15. LANDSCAPING: No large trees shall be removed from any lot except for those necessary to clear an area for construction of a house, septic tank and drain field, driveway, garden or garage or those necessary for reasonable landscaping or to create a view. No chain link fencing shall be allowed. Fences and walls shall not be constructed on road rights of way and utility rights of way.

16. RIGHTS OF WAY: 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, provided however that the developer reserves the right to gate any road entrance.

17. ANIMALS, HUNTING, AND FISHING: No animals, livestock, or poultry shall be raised, bred or maintained on any lot, except that dogs, cats, birds, or other ordinary household pets may be kept in a reasonable number, provided that they are not kept, bred, or maintained for any commercial purposes. Fenced pens must comply with the building setbacks. Pets shall not be allowed to annoy neighbors. Pets that are a threat or nuisance to other lot owners shall not be permitted. With suitable facilities and property fencing, horses, ponies, alpacas, and goats shall be permitted on lots five (5) acres or larger in size, provided that at least one (1) acre per horse or pony is fenced for the maintenance of each such animal. No trapping, hunting, or discharging of firearms shall be permitted within the development except for the use of traps for small nuisance animals.

18. TRIGG COUNTY REQUIREMENTS: Any filling, grading, or otherwise altering a roadside drainage ditch or other drainage improvement required and constructed as part of the Street and Drainage Plans approved by the Planning Commission or Commission Engineer is prohibited. Any property owner(s) that has altered the approved drainage improvements must reconstruct the drainage improvements at the owner(s) expense to conform to the approved Street and Drainage Plans. Upon written notice from the Trigg County Road Foreman, Commission Engineer, or County Judge Executive, a property owner must reconstruct the property as per the drainage improvements indicated in the approved street and/or Drainage Plans within sixty (60) days. If the property owner(s) does not reconstruct the approved drainage improvements within the sixty (60) day deadline, the County Road Department can have free and unrestrained access to the property for the purpose of reconstructing the drainage improvements. The property owner(s) will be responsible for reimbursing the County Road Department for all County expenses involved in the reconstruction of the drainage improvements.

19. DUTY TO MAINTAIN AND REBUILD: Each lot and all improvements shall be maintained by owner(s), so as to present a neat and attractive appearance at all times. No unregistered vehicles, junk, or debris shall be stored on the premises. Should any improvements on the premises be damaged through casualty, or wear and tear, or otherwise, the same will be promptly razed, or restored to a safe and attractive exterior appearance.

20. ENFORCEMENT: For violation of any covenants herein set forth any party hereto, or any land owner, or the Developer may prosecute appropriate proceedings under the law of the Commonwealth of Kentucky, such as for damages or for abatement of a nuisance, or in case of

attempted violation, for prevention and restraint. A party who is successful in enforcing these covenants shall be awarded costs and reasonable attorney fees in addition to any other appropriate damages.

21. SEVERABILITY: Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not effect the validity or enforceability of any of the other covenants contained herein.

22. VARIANCES: Variances may be granted by written agreement of the Developer as long as the Developer owns any of the property.

23. BINDING NATURE: These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years and cannot be amended or changed in any way unless an instrument is signed by a majority of the property owners in said development or by the Developer as long as the Developer owns any of the property. At the end of twenty-five (25) years, said covenants and restrictions shall be automatically extended for successive ten year periods unless an instrument changing said covenants in whole or in part is signed by a majority of the then recorded owners and recorded in the Trigg County deed records. Each lot shall have one vote. The Developer shall be allowed to vote as with all other property owners. These covenants and restrictions shall not be amended without the written consent of the Developer for so long as the Developer owns any of the property. Interested parties are strongly cautioned to check appropriate records for any amendments to these covenants and restrictions.

IN WITNESS WHEREOF, the said Developer has hereunto set its hand and seal the day and year first above written, by and through Robert F. Bourque, Jr., Phara M. Bourque, W. Howell Hopson, III and Geneva F. Parris, as the sole Members and the sole Managers of Land By Lakes, LLC.

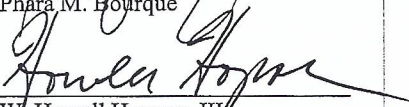
LAND BY LAKES, LLC, by:



Robert F. Bourque, Jr.



Phara M. Bourque



W. Howell Hopson, III

Geneva F. Parris
Geneva F. Parris

STATE OF KENTUCKY)
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COUNTY OF TRIGG)

Subscribed and acknowledged before me this the 25 day of January, 2005, by **Robert F. Bourque, Jr.**, as Member and Manager of Land by Lakes, LLC.

My commission expires: 6-28-06.

(Seal) Barbara G. Brown
Notary Public, State at Large

STATE OF KENTUCKY)
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COUNTY OF TRIGG)

Subscribed and acknowledged before me this the 27 day of January, 2005, by **Phara M. Bourque**, as Member and Manager of Land by Lakes, LLC.

My commission expires: 2-26-08.

(Seal) Dana Cross
Notary Public, State at Large

STATE OF KENTUCKY)
)
) Sect.
COUNTY OF TRIGG)

Subscribed and acknowledged before me this the 25 day of January, 2005, by **W. Howell Hopson, III**, as Member and Manager of Land by Lakes, LLC.

My commission expires: 6-28-06.

(Seal) Barbara G. Brown
Notary Public, State at Large

STATE OF KENTUCKY)
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) Sect.
COUNTY OF TRIGG)

Subscribed and acknowledged before me this the 25 day of January, 2005, by **Geneva F. Parris**, as Member and Manager of Land by Lakes, LLC.

My commission expires: 6-28-06

(Seal)

Barbara G. Brown
Notary Public, State at Large

THIS INSTRUMENT PREPARED BY:

lee white
Lee White
White, White & Crenshaw
P. O. Box 2
Hopkinsville, Kentucky 42241

STATE OF KENTUCKY
COUNTY OF TRIGG, SCT:
I, WANDA H. THOMAS, Trigg County Clerk,
do certify that the foregoing Restrictions
was on this day at 9:55 A m. Lodged in my
office for record. Where upon I have recorded
the same with this certificate in my said office
in MISC Book # 47 Page 166
Given under my hand this 2 day of
Feb 2005
Wanda H. Thomas CLERK
Marcia DEPUTY

Jowley