

STATE OF KENTUCKY
COUNTY OF CUMBERLAND

DECLARATION OF RESTRICTIONS
RIVER BREEZE ESTATES

The undersigned Developers/Owners, being **Stanley Bryson, Keith Holcomb, and Eugene McClure**, by their presence hereby do make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations, by their signatures below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, describes as follows:

See attachment for deed description.

The purpose of the following Restrictions & Covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future Owner the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots located on the property described above, or claiming under them.

If the Owners of such lots or any of them, or their heirs, successors, or assigns shall violate any of the Restrictions & Covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such Restrictions & Covenants and either to prevent him from so doing or to recover damages for such violations, or both.

NOW THEREFORE, the Developers/Owners hereby declare that all the above-described property is hereby subjected to this Declaration and shall be held, transferred, sold conveyed,

used, occupied and mortgaged or otherwise encumbered subject to this Declaration, and to the covenants, restrictions, easements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of Deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

1. After the conveyance of a lot or tract by the Developers, no lot shall be subdivided into less than one acre.
2. All subdivision lots are for single-family residential purposes only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double-wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot at any time.
4. Once the construction of any building has begun, work thereon must proceed diligently and must be completed on the outside with six (6) months from the start thereof and totally completed within twelve (12) months. No travel trailer or temporary building of any kind shall be erected, provided however that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
5. All residences must have 1,000 square feet of heated living space, with at least 1,000 square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio, and open porches.
6. No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets shall be well-behaved and kept within their lot. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pet shall not cause a nuisance, hazard, or otherwise to any lot owners. Cattle and horses are permitted allowing one (1) per acre on two (2) or more acre tracts.
7. No lot shall be used in whole or in part for any illegal activity or 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 foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. Also, no automobiles, trucks, or other motor vehicles without a current year license may be placed on the property.
8. No building or any part thereof, including garages and porches, shall be erected on any lot

closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.

9. Exterior finish must be of permanent type such as, vinyl siding, wood siding, log houses, and other architecturally compatible dwelling types. The exterior finish on the siding shall be a material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed. Exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or stucco. The intent and purpose of this restriction to ensure that all dwellings shall be of "quality" workmanship and materials.
10. No sign of any type shall be displayed to the public view on any portion of said property except one sign advertising the property for sale, or a temporary builder's sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the Owners/Developers of said property shall be allowed larger "FOR SALE" or other sign for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.
11. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
12. The Owners/Developers reserve the right to deed the roads to the County or to the Homeowners Association. In the event the roads are not deeded to the County, the repair of the roads will be the obligation of the homeowners.
13. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner, or misuse by any lot owner or their visitors, shall be the responsibility of said owner to repair promptly.
14. All owners shall allow extensions of utility easements as such become necessary for water, electricity, telephone, and cable TV to adjacent lots, provided all grounds are returned to their original condition. Said easements shall be along roads and lot lines. All claims for damages, if any arising out of the construction, maintenance, and repair of utilities, or on account of temporary or other inconveniences caused thereby against owner or any of his agents or servants are hereby waived by the lot owners.
15. Additional easements along roads shall be granted as necessary for future utility service, or road maintenance, paving, etc.

These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at any time if all of the then owners agree.

Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or change arising by virtue thereof. The failure of developer, or any lot owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waive of the right to do so thereafter.

Whenever possible, each provision of this declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions of the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this declaration are declared to be severable.

IN WITNESS WHEREOF, said Owners have hereunto set their hands and seals this 15th day of February, 2007.

Stanley Bryson
Stanley Bryson

Peggy Bryson
Peggy Bryson

Eugene McClure
Eugene McClure

Kelli McClure
Kelli McClure

Keith Holcomb
Keith Holcomb

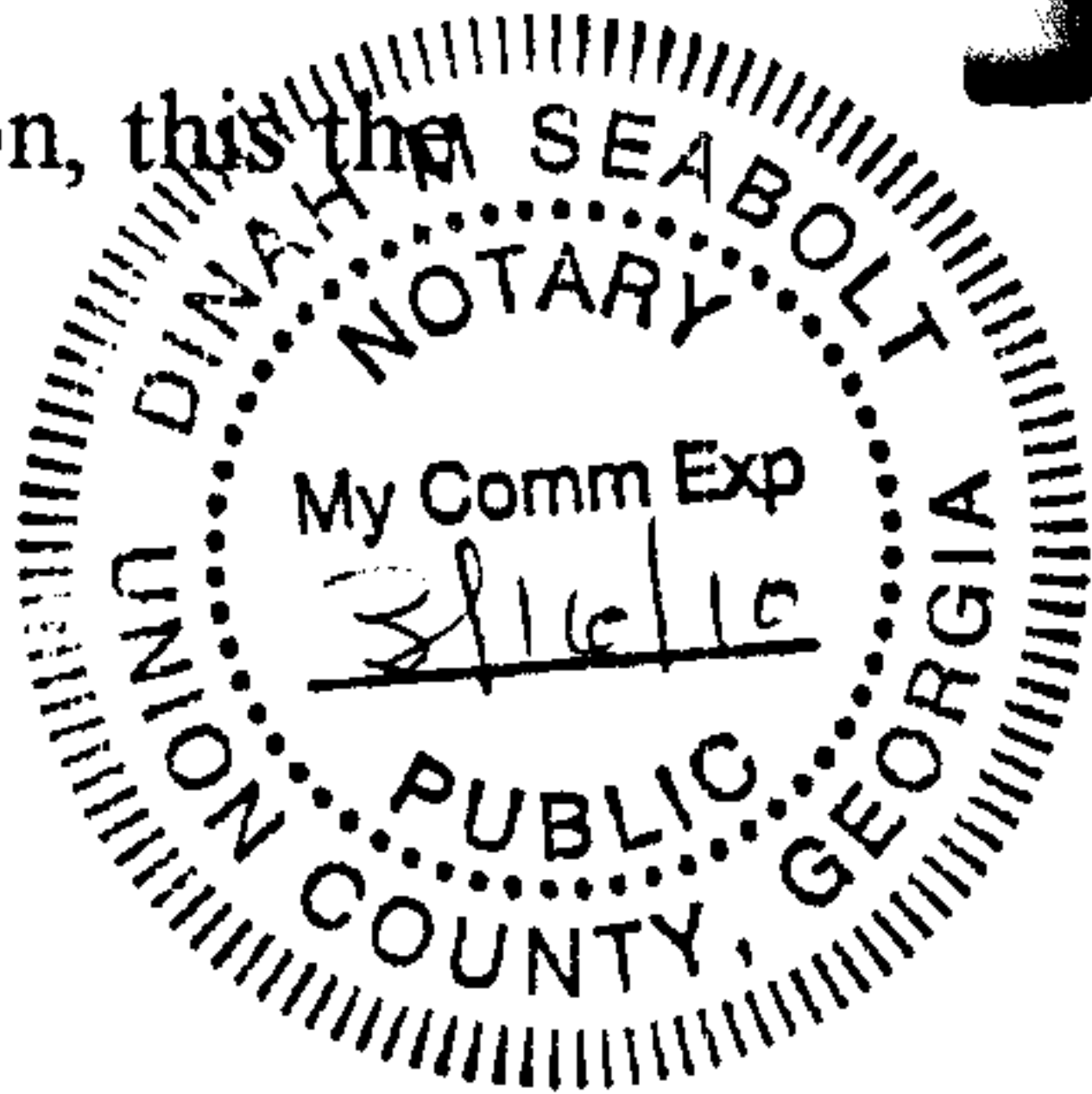
Stacey Holcomb
Stacey Holcomb

STATE OF Georgia
COUNTY OF Union, SCT.,

10th Signed and acknowledged to before me, a Notary Public, by Stanley Bryson, this the 10th day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC
My Commission Expires: 3/16/10

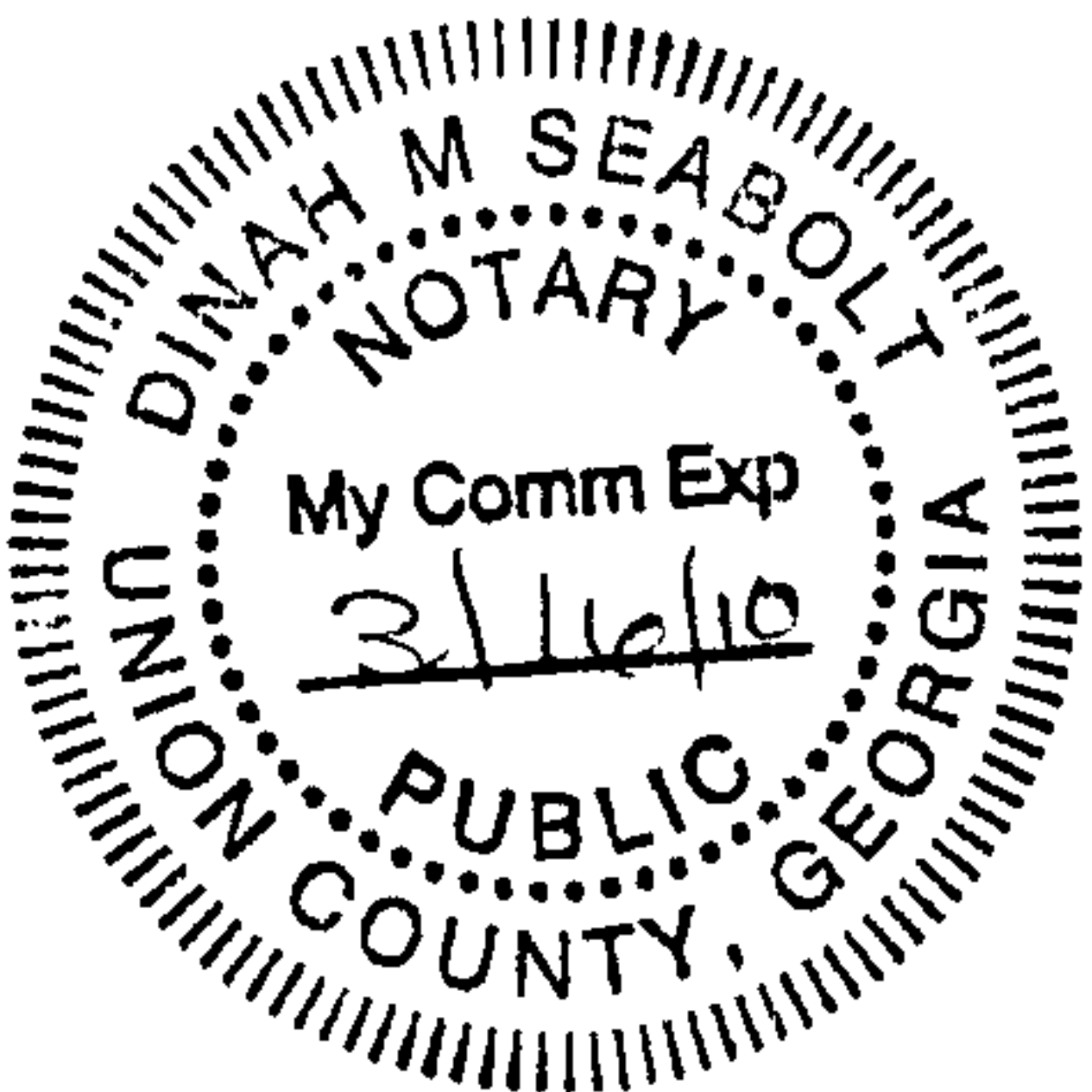


STATE OF Georgia
COUNTY OF Union, SCT.,

10th Signed and acknowledged to before me, a Notary Public, by Peggy Bryson, this the 10th day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC
My Commission Expires: 3/16/10



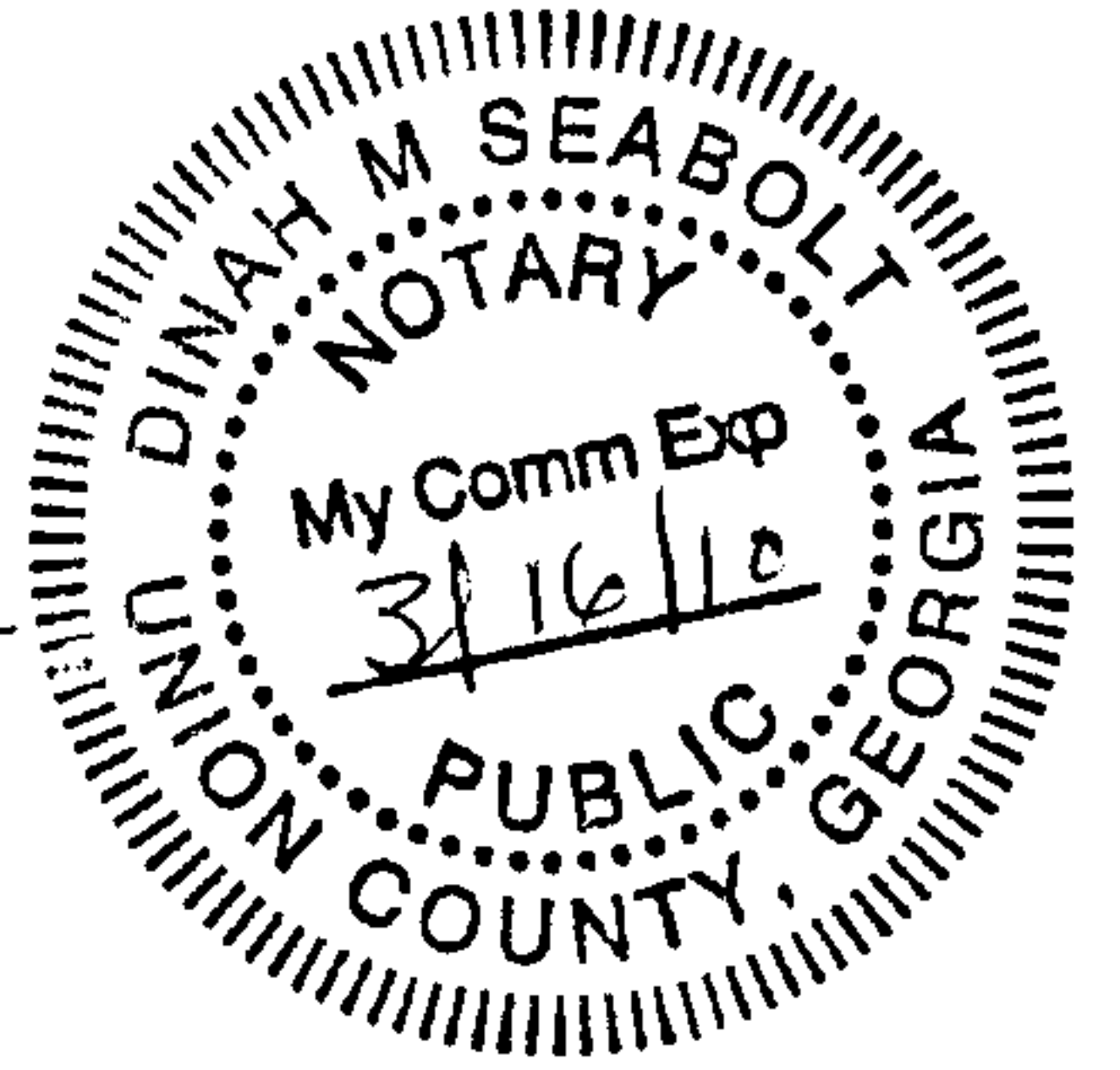
STATE OF Georgia,
COUNTY OF Union, SCT.,

1st Signed and acknowledged to before me, a Notary Public, by Eugene McClure, this the
day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC

My Commission Expires: 3/16/10



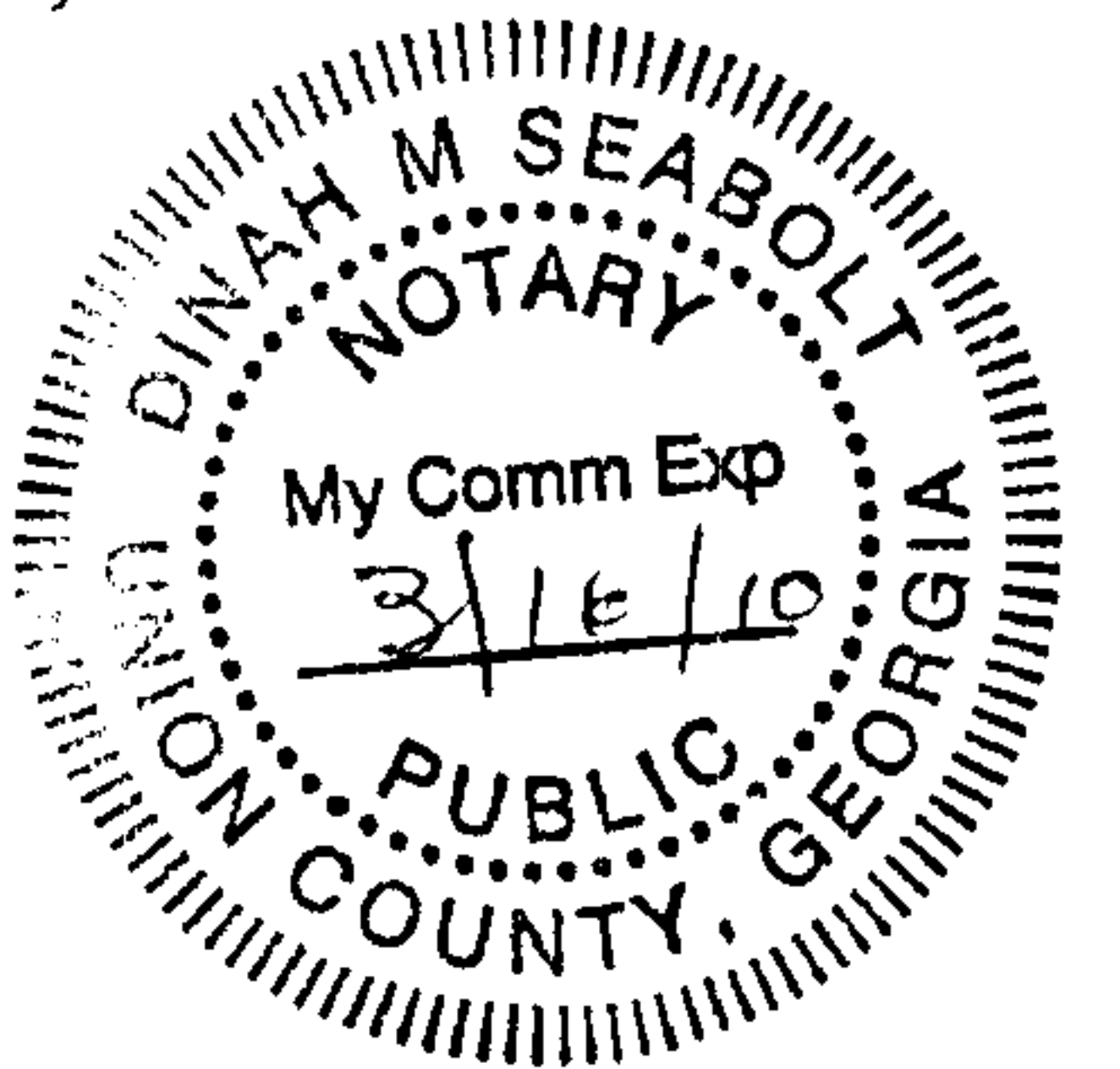
STATE OF Georgia,
COUNTY OF Union, SCT.,

1st Signed and acknowledged to before me, a Notary Public, by Kelli McClure, this the
day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC

My Commission Expires: 3/16/10



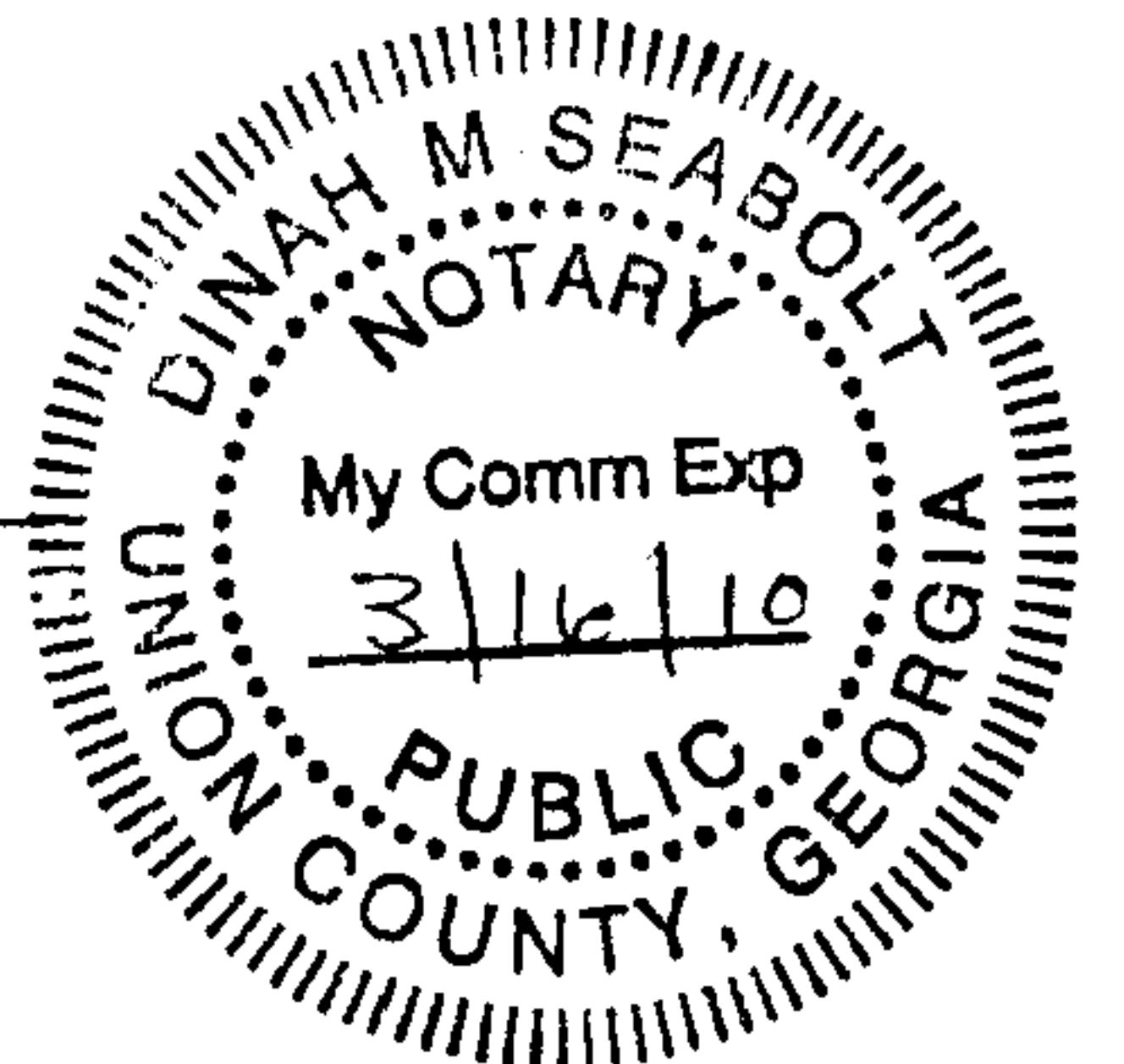
STATE OF Georgia,
COUNTY OF Union, SCT.,

1st Signed and acknowledged to before me, a Notary Public, by Keith Holcomb, this the
day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC

My Commission Expires: 3/16/10



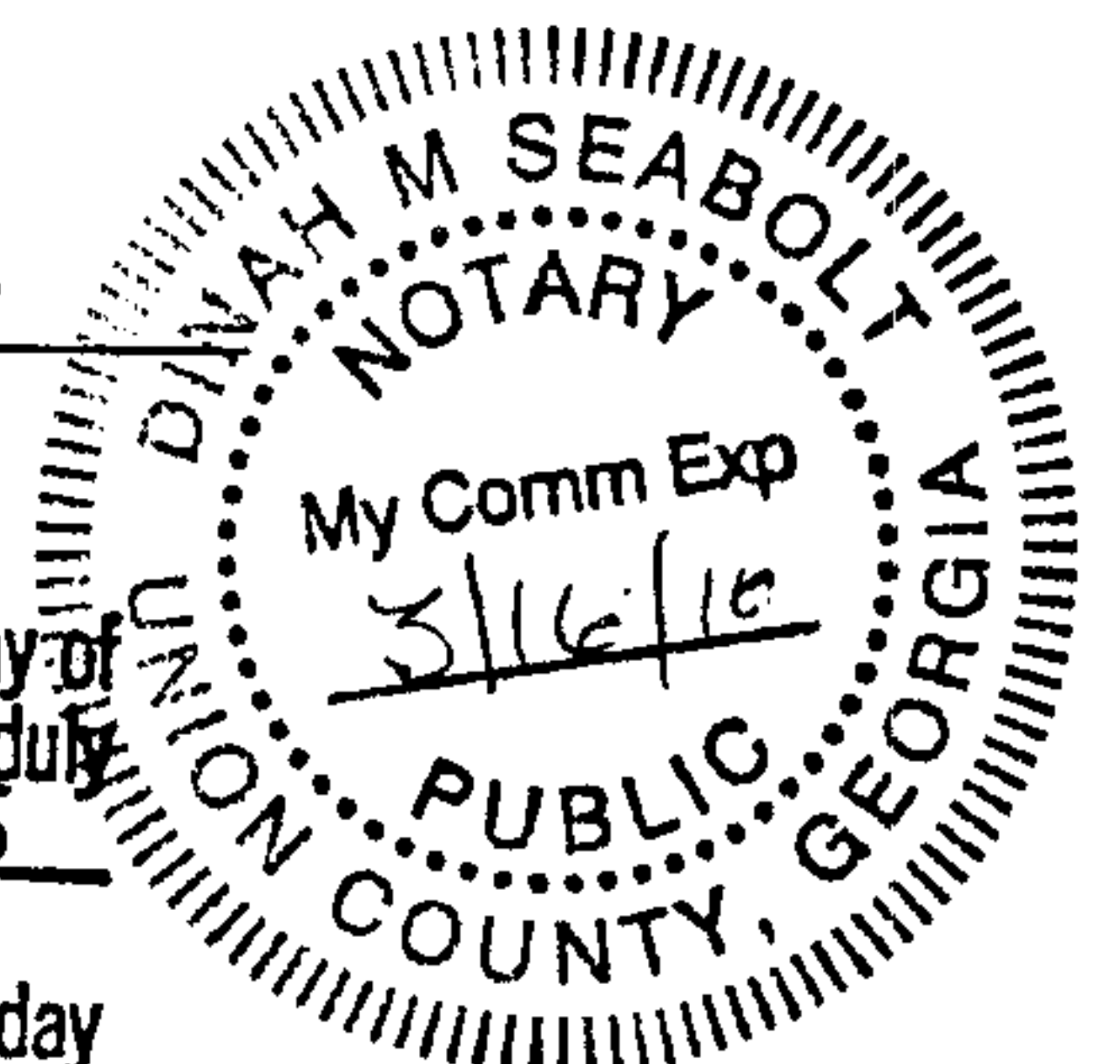
STATE OF Georgia,
COUNTY OF Union, SCT.,

1st Signed and acknowledged to before me, a Notary Public, by Stacey Holcomb, this the
day of Feb, 2007.

Dinah M Seabolt

NOTARY PUBLIC

My Commission Expires: 3/16/10



THIS INSTRUMENT PREPARED BY

Stanley Bryson
STANLEY BRYSON
2721 Garden Spiva Dr.
Blairsville, GA 30512

STATE OF KENTUCKY
COUNTY OF CUMBERLAND, SCT.,
BY This instrument was filed for record on the 9 day of
February 20 07 at 8:30 o'clock a. M., and duly
Recorded in deed Book No. 139 Page No. 405
of the records in this office.

Given under my hand this the 12th day
of February 20 07

KIM KING, CLERK

Karla Weimer D.C.