## The Village at Dale Hollow Deed Covenants

It is understood and agreed by and among the parties hereto that this property is conveyed subject to the following restrictions, constituting a COVENANT RUNNING WITH THE LAND:

- 1. It shall be the responsibility of each lot owner to prevent the development of noxious, unclean, unsightly or unkept conditions of any building or grounds which substantially decreases the beauty of the neighborhood as a whole or of a specific area; provided, however, that construction conditions which are normal, usual or customary shall be permitted during actual period of construction or improvement on any lot. Unimproved lots shall be kept in a reasonably neat fashion and bush hogged or mowed at least four times annually.
  - 2. No mobile home (single or double wide) or any factory manufactured home shall be placed permanently or temporarily upon any lot or any subdivision road. It is the express intention hereof that all residences within the subdivision will be built on site. A nice Pole Barn Style building with living quarters (Barndominium) is acceptable.
  - 3. No travel trailers or other recreational vehicles shall be located upon any lot with the intention of using it as a second home for periods longer than fourteen (14) days, unless construction of a permanent dwelling has commenced. In this event, this period shall not be longer than twelve(12) months from the commencement of construction or the initial location of the travel trailer or recreational vehicle.
- 4. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services shall be conducted on any lot, provided, however, that nothing contained herein shall prohibit the developer, its agents, successors or assigns, or any lot owner, from constructing one or more single family residence (in accordance with these restrictions) for the purpose of the sale thereof, or as a model, and exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sale; nor shall the developer or any lot owner be prohibited from exhibiting any unimproved lot or inviting prospective purchasers thereto, for the purpose of selling such lot(s).
- 5. Each and every lot thereof shall be used for single-family residential use only, however, that the owner of any lot may erect a detached garage with apartment or other such outbuilding for use in connection with residence. One single-family residence is allowed per lot.
- 6. There must be compliance with all state and local building codes.
- No trash, garbage or rubbish or other waste shall be kept upon any lot except in closed, sanitary containers.
- 8. Said property shall be used solely and only for residential purposes, however this shall not be construed so as to prohibit the owner from renting or leasing the property so long as it is leased or rented for residential purposes or boat storage.
- 9. All secondary service entrance utility lines, including telephone, electrical, gas, water and cable television, or other wire or pipe of any kind shall be installed and maintained underground.

- 10. Utility easements along subdivision roads are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property. All claims for damages, if any, arising out of construction, maintenance and repair of utilities or on account of temporary outages or other inconveniences caused by the developer or any of their agents or servants are hereby waived by lot owners. All lots are subject to easements for installation and maintenance of utilities.
- 11. All roadway easements shown on the subdivision plat shall remain for use by all subdivision owners, and the rights to the roadway are reserved by the developer. Developers, at their sole discretion, shall have the right to convey the road rights-of-way to the appropriate governmental agencies without any obligation to the lot owners.
- 12. The developer may convey the road rights-of-way to Cumberland County Fiscal Court, a political subdivision of the Commonwealth of Kentucky, or lot owners may form an association to maintain said roads. Any damages to the road by the construction of a home, shall be the responsibility of the property owner whose construction caused said damage.
- 13. Provided further, these restrictions may be amended at any time by the written agreement of the owners of at least three-quarters (3/4) of the total number of lots. All such amendments shall apply equally to the total lots within the subdivisions and no such amendments shall apply or place any further obligations upon the developers without their written consent.
- 14. No animal, birds, livestock, poultry or fowl of any kind shall be raised, kept or bred on any lot, except for ordinary household pets (dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure of the occupants.
- 15. No Commercial signs except:
  - A. Lot owners' or real estate brokers' "FOR SALE or "FOR RENT" signs:
  - B. Signs placed by developer for identification or promotion of lots within the subdivision:
  - C. Street name or traffic control signs placed by developer or governmental authority.

Dated the \_\_\_\_\_\_ day of June, 2022.

TERRY D. RILEY

AMY PANIT MORGAN

## COMMONWEALTH OF KENTUCKY

## **COUNTY OF CUMBERLAND**

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Terry D. Riley,

Laura C. Riley, Joseph Todd Morgan and Amy Paull Morgan, on thie the 26th day of June, 2022.

My Commission Expires:

Notary ID No.: Catherine Brown Capps, Notary Public
State at Large, Kentucky
Notary iD KYNP27131
My Commission Expires 6/4/2025

Prepared by:

Tevry D. Riley

709 Cold Springs Road Burkesville, Kentucky 42717

270/406-3010

STATE OF KENTUCKY
COUNTY OF CUMBERLAND, SCT.,
This instrument was filed for record on the 20
Recorded in 202 Book No. 180 Page No. 21
of the records in this office.
Given under my hand this the 20
KIM KING, CLERK

KIM KING, CLERK