

*Deed of Declaration of Restrictions for  
**Patriots Landing**  
A Waterfront Development on the Shores of Rough River  
Revised 11/01/09*

**SECTION A – PROPERTY SUBJECT TO DECLARATION OF RESTRICTIONS**

This Deed of Declaration of Restrictions is being entered into this 27th day of February, 2006 by Patriots Pointe Properties, LLC, Charles A. Corbett, President and Catherine C. Corbett, Vice President. Charles and Catherine Corbett are the owners, hereby known as the assigned Grantors, of the Subdivision now known as "Patriots Landing."

The Plats of said Subdivision have been recorded at the Office of the Breckinridge County Clerk, Hardinsburg, KY, 40143.

The restrictions recorded herein shall be recorded with the Deed and shall carry forward to all future heirs, assigns and owners of any lot contained within Patriots Landing. The name of this development, and any roads herein, hereafter to remain the same.

Patriots Landing Subdivision is designed and developed to allow property owners the finest in lakefront living and to protect their investment for years to come. The lakefront and lake view lots are situated and proportioned to enjoy the natural beauty of the Rough River shoreline and also the numerous rock formations and hardwood trees located throughout. In general, the structures built on lots within "Patriots Landing" must be of high quality construction using exterior materials of earth tone hues, so as to blend well with the setting. The homes, yards, and easements must be maintained neat in appearance and activities within the subdivision must not interfere with the serene nature of the development or disrupt the enjoyment of other property owners.

**SECTION B – GENERAL PURPOSE OF RESTRICTIONS**

The restrictions for property development, construction and use contained herein are intended to ensure a clean, quiet, and comfortable lifestyle where the **homes compliment the natural surroundings** and each resident's respect for property and privacy is both rendered and received. Compliance with these restrictions will promote stability of the development and help ensure an increase in the long term value of the home sites.

The following restrictions have been recorded as a part of each deed by the subdivision owners (hereafter referred to as Grantors) and shall be binding upon all first time and future purchasers and owners of property in "Patriots Landing" (hereafter referred to as Grantee/s), including his, her or their heirs and assigns.

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**SECTION C - LAND AND FUTURE DEVELOPMENT RESTRICTIONS:**

1. No sub-dividing of any surveyed lot or platted parcel will be allowed once sold by the Grantors.
2. No clear cutting of any lot or platted parcel. Removal of undamaged hardwoods from any one tract or lot must be discussed with the Grantors prior to removal. Grantors reserves the right to disallow requests for removal of an excessive number of hardwoods to protect the natural look and feel of the property, protect lots from erosion and minimize fines levied by the U.S. Army Corps of Engineers. This restriction does not prohibit property owners from clearing a small number of trees to "open up the view" around a home site.
3. No property owner shall develop or further improve their property in any manner that creates a problem for adjoining property owners, access road or common areas. The Grantor(s) reserve the right to notify property owners if such conditions arise and require a remedy for the situation.

**SECTION D - LAWNS/LANDSCAPING/MAINTENANCE**

1. Each lot shall be subject to an improvement and maintenance assessment (property owner's fee) to be paid by the property owners (Grantee(s)) to the Grantors or once initiated, the POA in the amount of \$150 per annum, per lot, payable in January of each year, beginning the January following the year of purchase. This assessment amount may be altered (increased or reduced) as needed to provide for maintenance of the infrastructure and common areas, as long as 80% of the property owners support the change.
2. Lot owners are required to maintain their land, including mowing and weeding during the regular growing season, removal of lawn refuse and overgrown brushes/weeds and removal of excessive leaf buildup in the fall/winter. If lot owners are not able to, or are not available (in the area) to perform regular maintenance, arrangements can be made with the Grantors to provide regular maintenance at reasonable and customary rates for the area. If lot owners do not perform regular lawn maintenance as required, the Grantors reserve the right to have it done and bill the lot owners for the service.
3. Lot owners shall maintain the utility easements and right-of-ways adjoining their land, including routine mowing, trimming and removal of debris. For lots adjoining Liberty Lake, the lot/homeowner will be responsible for mowing/trimming the strip of common area between the lot and the lake and the bank of Liberty Lake adjoining the paved walking path.

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4. Property owners shall keep their lots and buildings neat in appearance and in a good state of repair with no obvious material defects or damages. Visible defects or damage will be repaired within 30 days. No lot shall be used for dumping.
5. Waste and extraneous materials or debris will not be allowed to accumulate. Household waste shall not accumulate and may not be disposed of on any lot either through burning or burial. Commercial garbage collection or private disposal off site will be required of all lot owners. Any rubbish or debris not removed after 30 days will result in the Grantors providing for the removal at the expense of the property owner. Interest on any unpaid reimbursement shall accrue as stipulated within these restrictions.
6. Outdoor lighting shall be limited to fixtures attached to homes and garages and low voltage landscape lighting should be used to preclude excessive "light pollution". Dusk to Dawn lights are not allowed.
7. Outdoor activities producing significant noise (i.e. leaf blowers, mowers, chain saws, etc.) should be limited to the hours between 10:00 am to 8:00 pm.

**SECTION E - UTILITIES/EASEMENTS & GOVT. RED LINES**

1. To improve the aesthetics of the development, all **secondary** electric, cable, telephone, etc. service lines shall be run underground from the access road to the home site.
2. Natural gas storage tanks (LP tanks) must be buried or obscured from view using a fence, landscaping or structure that architecturally compliments the construction of the primary residence.
3. TV antennas, Satellite Dishes or other signal augmentation devices must be installed with minimal impact on the exterior appeal of the home. Tower-type antennas are prohibited.
4. The Grantor(s) have reserved a "right -of-way" along and within 25 feet from the center of the main access road for the construction and perpetual maintenance of roads, water lines and utilities. This includes, but is not limited to the right to trim trees, dig up bushes or plantings, or remove any other objects that may interfere with the maintenance of these utilities, or hinder ingress or egress from or across said premises by employees of these utilities or the Grantors.
5. Property owners agree to perpetually allow a 10 ft easement along the perimeter of all lots for drainage. No buildings or structures may encroach upon this 10 ft. perimeter easement.

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6. All waterfront lots are subject to any U.S. Army Corps of Engineers (COE) easements or fee lines ("Red Lines") and any rules or regulations or shoreline management restrictions impacting lake property in "Patriots Landing" as set forth by the U. S. Government or any other government body. A copy of the COE Shoreline Management Plan (rules and regulations) can be obtained at the COE Office on Hwy. 79, Falls of Rough Road, across from the Rough River Dam State Resort Park.
7. Grantor(s) reserve the right to manage implementation of the development and waterfront in accordance with the approved US Army Corps of Engineers Shoreline Management Plan.
8. Common areas, access paths and easements to the waterfront shall be designated by the Grantors. At the time of filing, these areas are located adjacent to Lots 1, 8-9, 14 and 23-24. These areas are designated to allow access to the community docks and waterfront areas adjoining the Government Fee Line ("red line") and to provide common community areas for recreational use by the residents. These common areas and waterfront accesses are reserved for all lot owners in Patriots Landing ONLY. Lot owners using these easements shall not create a disturbance and will ensure the area is left in as good or better condition than found.
9. Lot owners in other developments constructed by the Grantors and adjoining Patriots Landing must receive written permission from the Grantors or Patriots Landing Home Owners Association prior to using these common areas and access paths.

**SECTION F - HOME & BUILDING RESTRICTIONS**

1. Construction of homes and unattached structures shall be accomplished by builders/contractors approved by the Grantor or the Patriots Landing Property Owners Association. This restriction will allow for the selection of builders that are willing and able to meet the restrictions set forth in this document. Grantors (or the Property Owners Association if applicable) will maintain a list of approved builders/contractors. Any builder or contractor performing work within Patriots Landing will be responsible for meeting these restrictions. Builders/contractors will be responsible for any damage done by the performance of their work, to trees, adjoining land, nearby structures, drives or fences (etc.) or to ingress/egress roads or access ways. Plan for correction of damages shall be approved by Grantors prior to commencement. Repairs shall be completed on a schedule agreeable to Grantors.

This restriction does not prohibit a home owner from participating in the construction/renovation of his property or constructing a small gardening or tool shed to match the primary home.

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2. Effective January 1, 2008, a road impact fee of \$1000.00 will be assessed to and payable by the lot/homeowner prior to commencement of any construction project where heavy trucks/equipment are required. This money will be used to repair latent damage to the paved road surface which will ensure the long term survivability of the access roads. This restriction does not alleviate builders/property Owners of their responsibility to repair acute damage to roads as outlined in Restriction F.1 and F.16.
3. Effective November 1, 2009, builders shall ensure that concrete trucks are limited to not more than 5 cubic yard loads. This weight/load limit will help ensure damage to roadways is minimized.
4. Effective January 1, 2010, a \$2000 damage deposit payable to Grantors by builders within Patriots Landing will be required to cover any damage caused by construction activities. All or part of this deposit may be returned to the builder upon completion of the construction activity at the discretion of the Grantors consistent with any damage incurred to the development. Repairs to damaged property will be approved by Grantors prior to commencement. This restriction also applies to property owners acting in the capacity of a builder.
5. Design plans, sketches, blueprints and/or renderings, including placement on the property, for buildings and improvements planned by Grantee(s), shall be approved in writing by the Grantors (or their designated agents) prior to commencement of any construction or improvement. Any residence, garage, structure or other improvement(s) erected without this prior written approval may be required to be removed at the expense of the Grantee.
6. Homes must be setback a minimum of 75 feet from the centerline of the main access road for aesthetics and maintenance of utility easements.
7. Construction of the primary residence must be done prior to construction of any unattached garage or storage shed.
8. Once construction of a building has begun, it must be completed within one year.
9. The construction of a basement for temporary living purposes (without a finished dwelling) is not permitted.
10. All homes or cabins must have a continuous foundation and be constructed of new or like-new materials.

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11. The exterior construction of structures (including garages) shall be constructed to conform to the following:
  - a. manufactured log, cedar, stone, brick, wood grain vinyl, wood or a low-maintenance material that appears like wood from a short distance (approximately 30 ft.)
  - b. natural earth-tone hues that blend with the environment.
  - c. accents and trim must tastefully compliment the earth-tone hue of the primary exterior material. No rolled siding, metal siding or concrete blocks shall be used to finish the exterior of a structure.
  - d. foundations must be made of concrete block or poured concrete, exposed foundations must be covered or treated – exposed sections of concrete blocks shall be rough-edged or architectural cut.
12. Roofing materials shall be limited to cedar shingles or traditional asphalt/fiberglass dimensional or architectural shingles. (No metal or rolled roofing materials will be allowed.)
13. Unattached structures (i.e. garages, tool sheds, etc.) must be designed and constructed to look like the home they are associated with and be built on a permanent foundation. (No metal sided garages or workshops will be allowed.)
14. Any selection of exterior building materials not clearly addressed in this item must be approved in writing by the Grantors prior to use. Grantors shall not be liable for any expenses incurred by Grantee(s) for removal of materials due to a violation of this item.
15. All residences on Lots within Patriots Landing shall have a **minimum of 1200 square feet on the main floor**, excluding porches, carports, and garages. No structure exceeding two stories (excluding basement) is allowed within the development.
16. No buildings shall be erected nearer than 75 feet from the center of common roadways or nearer than 10 feet from any side property boundary, unless two lots are combined for the purposes of one single family residence. In this event, the property owner must obtain a waiver from the Grantor or Home Owners Association to be in compliance with this restriction.
17. One single family home (with or without attached garage), one unattached garage, and one tool shed is allowed per home site. (Purchase of multiple lots for one home site does not increase these numbers.) Garages may have an attached living quarter or screen room as long as the foundation is continuous.
18. All structures must be site-built (no modular or semi-permanent structures.)

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19. Each driveway must have a culvert/drain tile installed at the entrance from the main access road to the home-site unless waived by the Grantors. All driveways shall be constructed of concrete, asphalt, blacktop, brick or compacted aggregate. All driveways shall be maintained erosion free. Lot owners shall, immediately following the completion of construction of their residence/structure, return or repair the damage to common areas or roadways to their original condition.
20. All septic and plumbing will comply with Breckinridge County Health Department regulations, as a minimum. Absolutely NO outside toilet facilities. Outdoor plumbing limited to exterior faucets.
21. Before any property is occupied, the owner shall have in operation, sanitary sewer and septic facilities conforming to the requirements of the county health department.
22. All buildings will be constructed for weather tightness and closure allowing items stored in these buildings to be kept from public view. Open sided buildings (less than four enclosed walls) are not permitted.

**SECTION G – MISC. & PROHIBITED ITEMS & CONDITIONS**

1. No hunting, trapping, discharge of firearms or cleaning of any animals from such activities is allowed within the Patriots Pointe developments. Fishing and cleaning of fish from a personal catch is allowed. However, no outdoor fish houses will be permitted for the purposes of cleaning or storing fish or fish bait.
2. Use of motorcycles, ATVs, dirt bikes, three or four-wheeled cycles or motorized carts is allowed for ingress, egress or yard maintenance only. However, the operation of these motorized vehicles will not be allowed to become a safety hazard, menace or noise nuisance. No operation of any of these vehicles will be allowed for pleasure riding or stunts on access roads, vacant lots or lands within the Patriots Landing development.
3. Motorcycles or vehicles of any kind that have excessively loud mufflers (as determined solely by the Grantors or POA association) will be prohibited from running within the development.
4. No private sign that exceeds 18" x 24" in size, of any nature, shall be erected upon any lot or parcel in the subdivision by anyone other than the Grantor. These signs shall be limited to showing owner name or address, unless otherwise approved by the Grantors.

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5. None of the following shall be allowed at Patriots Landing, in any circumstance:
  - a. Mobile homes
  - b. Modular homes
  - c. Recreational Vehicles (RVs), campers, tents or other temporary living quarters (either prior to, during or after construction.) \*RVs, campers or tents used by visiting family or friends may be allowed as long as duration does not exceed 14 days. Said vehicles shall be parked to the side or rear of the residence.
  - d. Non-permanent storage sheds or structures
  - e. Chain link fence of any kind
  - f. Outdoor kennels doghouses, igloos, etc.
6. No outdoor kennels of any kind will be allowed (either personal or commercial). No animals other than ordinary household pets allowed (dogs, cats, birds, etc.). When outdoors, household pets must be accompanied by owners or retained on the owner's property by invisible fencing or extraordinary obedience training. No nuisance pets (i.e. incessant barking, feral cats, etc.) No outside dog houses, huts or igloos. No pets will be allowed to pose a public nuisance (raiding garbage, barking overnight, chasing bikes, cars or walkers, roaming alone or frightening residents, etc.)
7. No commercial activity shall be performed from a residence within this development and no lot within Patriots Landing shall be used for commercial purposes. Home offices which adhere to the following are excepted from this provision:
  - a. Does not cause the exterior of the property to be distinguished from any other within the development.
  - b. Under usual circumstances, does not cause more than one party to be at the property at any one time.
  - c. Is not advertised using signs, banners or posted notifications within the development or on the property.
  - d. The home office is part of the primary structure and is occupied full time by the homeowner.
8. Commercial activity that creates excessive noise, traffic, or results in a public nuisance will be stopped by the Grantor or POA without liability to other property owners or the Grantors.
9. Vehicles or boats shall not be parked habitually or permanently along any community access road or passageways within any Patriots Pointe Properties, LLC development. No abandoned junk vehicles, boats, trailers or unused materials will be permitted at any time. In the event that any lot owner permits the foregoing to exist, the Grantors, or their successors, agents or heirs shall have the right to correct the same at the owner's expense and shall have a lien against said property until these expenses are recovered.

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10. Grantor(s) or the POA may levy fines of \$100 per occurrence, in addition to the costs of any applied remedy, for property owners who violate or fail to comply with these restrictions. Multiple or repeat offenses by a homeowner may be addressed by escalation of these fines with pursuant liens against the property owned to preclude violators from becoming a source of conflict within the development. These fines will be used to remedy or repair violations or will be deposited to the POA fund to further improvements in the development.

**SECTION H – GRANTORS/POA RIGHTS & RESPONSIBILITIES**

1. The Grantors reserve the right to subject additional real property owned by them, within the development, to these covenants and restrictions, by appropriate reference within a future filing of this document. However, no properties other than that described within the covenants and restrictions, shall be deemed to be subject to applicable restrictions, either by implication, location or proximity to the development.
2. Property owners within Patriots Landing agree that any real estate agencies chosen to list and sell properties within the development must be members of the Multiple Listing Service and belong to a regional or local Real Estate Board (i.e. Owensboro and Greater Louisville Board of Realtors.) Property owners may also choose to represent their own properties and offer them "For Sale by Owner." Placement of signs advertising homes for sale within the development will be kept to one sign per property, placed at or near the top of the driveway for vacant lots and attached to the mail box for residential listings. These signs are to be removed within one week of the sale of the property or cancellation of the listing agreement. Due to controlled access restrictions, **pointer signs** placed at the entrance to the development or along the access road are **not allowed**. Signs placed which violate these restriction will be returned by the property owner, to the applicable agency.
3. In the event that any local or state government body assumes responsibility for the maintenance of the road within "Patriots Landing" subdivision, the \$150 annual assessment noted above may be reduced, or the home owners can agree to continue with the assessment, using the funds to improve the common areas and the subdivision. All property owners shall grant the responsible government body that assumes responsibility for the road, a thirty foot (30') easement from the center of the road.
4. The Grantors reserves the right to construct on and maintain any lots which are still owned by the Grantors, and to post signage on any lots necessary to further the development, so long as Grantors owns any lots herein.

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5. The Grantors also retain the right to alter any surveyed property lines on unsold lots or undeveloped tracts to improve the overall look and appeal of the development. Any alteration shall not affect the boundaries of previously sold property within the development without the request or concurrence of the property owner(s).
6. All owners of lots within Patriots Landing subdivision are subject to the terms of this declaration of restrictions, and by the acceptance and conveyance of a deed for ownership of property within this development, agree to accept and fully abide by these terms, accept membership in any future property owners association (if any is formed) and to abide by format law and bi-laws, and to pay the assessments and/or fees named above and provided for when levied.
7. Patriots Pointe Properties, LLC as the Grantors of this property and any POA formed, shall have no liability, now or in the future, for any accident, injury or death that results from the traverse, purchase and/or use of this property or the common areas. Trespassers, visitors, or residents who violate these restrictions shall be responsible for all costs associated with recovery from the violation and the Grantors shall not be held liable for actions taken to enforce these restrictions.
8. After all lots are sold in Patriots Landing subdivision, **OR** at time when the Grantors feel the property owners can function effectively as a group, with written permission from the Grantors, their successors, heirs or agents, the property owners may form a property owners association (POA) and assume responsibility for the enforcement of these restrictions. Initial by-laws of the newly formed POA must be approved by the Grantors. From that point forward, the Association will also assume the responsibility for the maintenance of roads, common areas and structures, and will arrange for continuation of said maintenance in such a manner as to preserve or improve upon the standard of care provided by the Grantors. At this time The Association may also, with the written approval of the Grantors, their successors, heirs or agents, take over the authority to revise these restrictions, including the responsibility for recording the new restrictions at the Breckinridge County Clerks office. At this time the Grantors can choose to be relieved of any and all responsibilities for property maintenance and improvement.
9. IF at any time the POA does not maintain the standard of maintenance previously provided by the Grantors, **and with the approval of a simple majority of the property owners**, the Grantors retain the right to regain control of the development until such time as the property owners can provide the required standard of care.

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10. Any charges incurred for: required lawn/property maintenance not performed by the property owner, damage caused by home owners or their contractors, remedy for violation of these restrictions, fines levied for violation of restrictions, etc. which remain unpaid greater than 30 days may result in a lien being filed against the property and interest accrual at a rate of 1.5% per month on the unpaid balance. The Grantor(s) and future POA, reserve the right to pursue escalation of collection activity up to and including civil action and/or the forced sale of the property, to recover expenses due from property owners.

**SECTION I – AMENDMENT AND ADDITION TO COVENANTS & RESTRICTIONS**

1. The Grantors reserve the right to amend or modify any of these restrictions without prior notice to, or permission from any individual lot owner, so long as the resulting change cannot be shown to have negatively impacted the value or marketability of any Grantee(s) investment. This right would be used only to enhance or improve the development.
2. The invalidation of any one or more of these covenants and restrictions, or any part thereof, by judgment and or order of any court, shall not affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect herein, as provided.

**THIS DOCUMENT IS APPROVED BY:**

  
Charles A. Corbett; Owner/Grantors      11/4/09  
Date

  
Catherine C. Corbett; Owner/Grantors      11/4/09  
Date

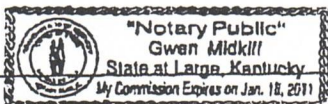
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STATE OF KENTUCKY

COUNTY OF BRECKINRIDGE..... SS

The foregoing Deed of Declaration of Restrictions for Patriots Landing was acknowledged and sworn to before me this 11<sup>th</sup> day of NOVEMBER, 2009 by Patriots Pointe Properties, LLC, a Limited Liability Company, Grantee(s), by Charles A. Corbett and Catherine C. Corbett, Owners/Members.

My Commission Expires



A handwritten signature in cursive script, appearing to read "Gwen Midkiff".

NOTARY PUBLIC  
BRECKINRIDGE COUNTY, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

A handwritten signature in cursive script, appearing to read "Charles A. Corbett".  
Charles A. Corbett

11/4/09  
Date

A handwritten signature in cursive script, appearing to read "Catherine C. Corbett".  
Catherine C. Corbett

11/4/09  
Date

ADDRESS: 9427 S HWY 259  
MCDANIELS KY 40152



2009006575  
BRECKINRIDGE CO, KY FEE \$40.00  
PRESENTED / LODGED: 11-04-2009 04 05 PM  
RECORDED: 11-06-2009  
JILL IRWIN  
CLERK  
BY: CINDY JOHNSON  
DEPUTY CLERK

BK: DEED 343  
PG: 402-413