

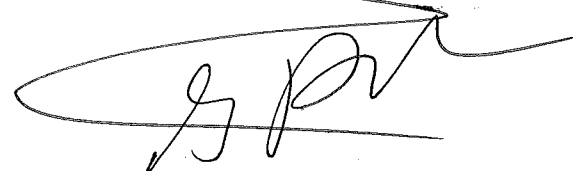
Note

Read This
First

Yes recorded
Recorded 567
 Looks like we place Restrictions 28th Sept. 2002 on
The whole Tract.

Recorded
 * And Then we place Different Res. s
 on Mornview Ph. I
 * And other different Res. on
 Mornview Ph II

Blue Springs Sub.
 is NOT the same
 as
 Morning View Sub.
 But All the same
 original Deed,



**DECLARATION OF COVENANTS AND RESTRICTIONS
KENTUCKY HIGHLANDS, LLC**

This Declaration of Covenants and Restrictions ("Declaration") is made this 28th day of September, 2002 by Kentucky Highlands LLC, a Kentucky Limited Liability Company whose address is P.O. Box 128, Shepardsville, Kentucky (hereinafter "Owner"). Owner is the fee simple owner of the property located in Lewis County, Kentucky and further described in DB 190, Page 586 Lewis County Clerk's Records and made a part hereof ("Property").

Owner wishes to place upon the Property certain restrictions and covenants as to its use and occupancy, as follows:

Effective 08/05/02

- 1) Tracts may not be subdivided, only one residence per tract.
- 2) No single wide mobile homes, only double-wide or better, on a permanent foundation.
- 3) Adequate health department approved septic system.
- 4) No barns or similar structures within 80 feet of front property line/street, (Blue Springs Drive). Pre-existing structures on South Tract-A (aka South #2) and north tract #5 exempted.
 - a. All barns, out-buildings, garages or similar structures must be wood or appear to be wood.
 - b. All barns and other structures must be maintained in good condition and neatly painted.
 - c. No feed lots within 200 feet of front property line, or 40 feet of other property owners property line.
- 5) a. 30 foot horse trail/footpath only easement in back of tracts, (top of ridges) also respecting, a pre-existing 30' easement on tract #5 north, extending from

Blue Springs Drive north up to the Zornes property line, then north-east up to top of ridge, then east to north tract #1 and along ridge to power line.

- b. 35 foot easement horse trail/foot path only easement on NW side of tract A (aka south tract #1) boundary with McKee farm extending from Blue Springs Road to top of ridge, including a 50 foot easement horse trail/foot path only easement access across tract A driveway-bridge/culvert, and extending for 200 feet up the hill to the south-west, before converting to a 35 foot easement.
 - c. Easements may not be fenced or obstructed so as to prevent horses and/or hikers from traversing.
 - d. These easements are for the use of Blue Springs property owners only, and their invited guides.
 - e. No motorized vehicles allowed on riding trails, except electric-handicapped, and maintenance equipment.
 - f. All users of these riding trail easements are responsible for the reasonable care and maintenance of the trail. (No littering or fires of any kind on the easements).
 - g. No cutting of standing trees, or trespassing off of the trail easements. (Fallen trees may be notched-cut on the easement by non-property owner trail-users only when, and only where they block the trail.
 - h. All users of said riding trail easements are responsible for their own safety; and parents and only parents, are responsible for the safety of their children.
 - i. No hunting on or from, the horse/walking trail easements.
- 6) All fences within 150 feet of front property line, must be square wood post, 4 plank, 5 inch or 6 inch wide wood boards, painted, varnished or stained, and maintained in good condition.
- 7) No unsightly junk visible from the street, or from other property owners.
- a. No inoperable junk autos
 - b. No piles of garbage/trash/waste
(all trash must be removed "hailed away")
 - c. All fire damages homes or other structures to be rebuilt, and/or cleaned up within a year of fire
 - d. No high weeds, unkept lawns or unkept gardens visible from the street
- 8) It is suggested but not requires that there be:

No unveiled or upwards turned accent lights, or unveiled security lights, or unveiled bright lights of any kind contributing to light-pollution

(exempting 4th of July fireworks, and exempting normal Christmas lights, that are in use only during the month of December.)

All night security lights should be aimed towards the ground, at a reasonable angle.

All night security lights must be shadowed by a flat or parabolic top-covering veil, that has a flattened diameter equal to no less than 5 times the diameter of the light source.

9) Pets and livestock permitted but must be confined and not allowed to roam off the premises.

No unleashed/uncaged dangerous animals. (Lions, Tigers, Goat and Swine are expressly forbidden)

No commercial dog kennels, chicken farms, or hog lots.

10) Unnecessary noise of all kinds is to be kept to a minimum.

11) No commercial or industrial business conducted on premises other than what may be considered a normal home business.

12) Trimming, thinning and cutting mature trees for sale or for own use is allowed, but no clear-cutting of trees.

13) These restrictions to run with the land.

14) These restrictions can be changed or modified by 51% majority vote of all property owners of portion of the original tract of land, 186 acres. Each sub-divided tract to have one (1) vote.

15) Seller/Developer retains the right to have different restrictions on future sections of the original tract.

**KENTUCKY HIGHLANDS, LLC.,
A Kentucky Limited Liability Company**

By:


GEORGE R. MILLER,

Member Manager

Owner of N-4 Lot (5.5933 acres):

John Nickell
JOHN . NICKELL

Louann M. Nickell
LOUANN M. NICKELL

STATE OF KENTUCKY

COUNTY OF LEWIS

The foregoing Declaration of Covenants and Restrictions was acknowledged before me by GEORGE R. MILLER, Member Manager of Kentucky Highlands, LLC., a Kentucky Limited Liability Company, for and on behalf of Kentucky Highlands, LLC., this 28th day of September, 2002.

Tom Bertram

NOTARY PUBLIC
STATE AT LARGE

My Commission Expires: 3-29-06

STATE OF KENTUCKY

COUNTY OF Greene

The foregoing Declaration of Covenants and Restrictions was acknowledged before me by JOHN M. NICKELL and LOUANN M. NICKELL, his wife, this 28 day of Sept., 2002.

Tom Bertram

NOTARY PUBLIC
STATE AT LARGE

My Commission Expires: 3-12-06

The information contained herein was provided by Kentucky Highlands, LLC., and reviewed by:

Thomas M. Bertram II

Thomas M. Bertram II, Attorney at Law,
STANLEY & BERTRAM, P.S.C.

210 Main Street, Suite A
P O Box 40
Vanceburg, Kentucky 41179

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STATE OF KENTUCKY, /
COUNTY OF LEWIS, /

SCT.,

I, Shirley A. Hinton, County Clerk for the County and State aforesaid, hereby certify that the foregoing Declaration of Covenants & Restrictions was on this 3rd day of October, 20 02, at 1:33 O'Clock P.M., lodged for record where upon the same with the foregoing and this Certificate, have been duly recorded in my said office, in Deed Book, 196, Page 567.

Lewis County Clerk Records.

Given under my hand, this 4th day of October 20 02.

Shirley A. Hinton, Clerk

By: *Shirley A. Hinton* D.C.,