

**PROTECTIVE COVENANTS
OF
CHEROKEE HILLS SUBDIVISION, PHASE I**

WHEREAS, Thomas & Oliver of Cadiz, Inc., hereinafter called "Developer" having its principal office located in Cadiz, Kentucky is the owner and developer of the property hereinafter described, and

WHEREAS, in the beneficial interests of the Developer and future owners of such real property, it is desirable to subject such real property to, and impose upon the present and future owners thereof, their heirs, personal representative, successors, and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations, and covenants, in order to assure the beneficial, harmonious property, in order to

1. cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and golf course and enhance the aesthetic appearance and value of the lots and residences; and

2. prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development, and maintenance of said lots.

WHEREAS, the Developer desires to reserve for itself, its successors and assigns the sole discretion to review and approve certain aspects of the plans and specifications for the improvement of the lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes.

THEREFORE, Developer does hereby make, constitute, and establish the following covenants, conditions, and restrictions as to the development, use, and occupancy of all lots in Cherokee Hills Subdivision, Phase I, Trigg County, Kentucky, a plat of which appears of record in Plat Cabinet B, Slide 27-18, Trigg County Clerk's Office.

A. PLAN APPROVAL.

1. No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person or entity to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specification, (one set to remain in the possession of the Developer, the other to be signed and returned to the property owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site; (3) rear, front, and side elevations and floor plans, (4) color of all exterior trim, brick, roof, and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools, and porches, (9) parking areas, (10) mailboxes, (11) samples of materials to be used to the exterior requested by the Developer, and (12) such other information, data and drawings as may be reasonably requested by the Developer. The Developer has the discretion to waive the submission of any or all of these specifications if he feels he has previously received sufficient specifications to make a decision.

2. Approval shall be based, among other things upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in Cherokee Hills, Phase I, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions. Earth tone colors are encouraged. The golf course is a visual asset to lot owners and the views of the golf course from lots other than the one for which plans are being reviewed will be considered in the plan review process. As the golf course is considered an asset to the lot owners, the view from the golf course to the lot will also be considered in the plan review process.

3. If the Developer fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Developer the applicant shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15 day period it shall be presumed that the Developer has approved said plans and specifications.

4. Neither the Developer nor its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representative.

B. BUILDING AND SITE REGULATIONS.

1. All lots are designated as single family dwelling and shall have a building constructed not to exceed two stories plus a basement with an attached or approved detached garage with space for at least two cars. No commercial business shall be allowed.

2. Any dwelling erected, placed, altered, or permitted to remain on any lot in Cherokee Hills, Phase I shall be of predominantly masonry construction, brick, stone, dryvit, or exterior stucco; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction in writings at its sole discretion. Finished building materials shall be applied to all sides of the exteriors of buildings and shall extend to the ground. No exposed concrete block will be permitted. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors. All buildings shall be constructed with new materials unless approved in writing by the developer.

3. No single family residence constructed on Lots 1 through 37, inclusive, shall have a ground floor area of less than 2,400 square feet in the case of a one-story structure; less than 1,600 square feet for the first floor and 800 square feet for the second floor in the case of a two-story structure, exclusive of garages, porches, and terraces, even though the garage, porch, or terrace is under the same roof. No single family residence constructed on Lots 38 through 67, inclusive, shall have a ground floor area of less than 3,000 square feet in the case of a one-story structure; less than 1,800 square feet for the first floor and 1,200 square feet for the second floor in the case of a two-story structure, exclusive of garages, porches, and terraces, even though the garage, porch, or terrace is under the same roof. For each dwelling, there shall be attached a two-car garage of identical construction as the dwelling. The Developer, because of the size of, and lay of certain lots, has the discretion to waive the square footage restriction on Lots 38 through 67, inclusive, but no waiver will be granted for any structure of less than 2,400 square feet.

4. All driveways constructed on any lot in said subdivision shall be of concrete or asphalt. All driveway plans must be approved by Developer and the driveways must be completed within sixty days of occupancy.

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5. No drainage ditches, cuts, swales, streams, impoundments, mounds, dams, or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements on a lot on the property or for some other reasons, silt would run off of a lot onto any adjacent property or golf course, the owner of such a lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto such adjacent property.

6. Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground including but not limited to electric, telephone, cable TV, and propane storage tanks.

7. Every property owner shall cause to be planted and maintained a grass cover or approved landscaping for the entire portion of said lot. Such ground cover shall not exceed ten (10) inches in heights at any time. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over 10" in height, the Developer shall have the right to clean, mow, and maintain the said lot and charge the owner. The burning of leaves, yard waste, garbage, or any other material is strictly prohibited.

8. Landscaping shall be completed within sixty (60) days of occupancy or in the case of a non-occupied house within sixty (60) days from when the main electric hook-up is made. No tree shall be destroyed or removed from any lot unless approved by the Developer. There shall be no artificial surfaces on lawns such as gravel, astro turf, and the like. All lawns shall be grass.

9. Garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by edge of road for pickup, said container shall be set out the evening before pickup and shall be removed from road by evening of that day.

10. No structure may be erected on any lot within 40 feet of golf course property or within 30 feet of property line along the street. The side set back lines shall be 10 feet from the side lot lines and 20 feet from the back lot line unless the lot adjoins the golf course. Corner lot set back of 20 feet shall be considered from the front of the residence and the 10 foot set back shall be from the side of the residence. Exceptions to set back line requirements must be approved by the developer.

11. Once lot owner starts construction, it shall be completed within one (1) year.

12. A residence may occupy more than one lot if the property owner owns two (2) or more adjoining lots. However, there shall not be a total of more than one (1) dwelling per lot.

C. MAINTENANCE REQUIREMENTS.

1. No lot and no building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. No lot shall be used as a dumping ground for rubbish, trash, or garbage, and any and all such waste shall be kept in suitable sanitary containers. The Developer can clean, mow, and maintain lot and charge the owner.

2. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any lot and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the lot unsanitary, unsightly, offensive, or detrimental to any of the remainder of the lots or of the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the lots other than the lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

D. GENERAL RESTRICTIONS.

1. No livestock shall be permitted on any lot in the subdivision. No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purpose. No more than two dogs and two cats may be kept on any lot except when such dogs or cats in excess of such numbers are less than three months of age. No kennels may be erected on any lot except as approved by the Developer and placed so as not to be viewed from the adjoining property owners or from the street. All pets must be kept under control so as not to create damage or be a nuisance to other property owners or to the golf course or players. Barking and howling dogs will not be allowed to remain in the subdivision if they become a nuisance to owners or golfers.

2. No owner is permitted to keep trucks, boats, recreational vehicles and the like where they may be viewed by his neighbors or seen from the street or golf course. No inoperable vehicle shall be parked on any street or property in the subdivision for a period in excess of 48 hours. No commercial vehicle or truck over one (1) ton shall be regularly parked on any lot or street in the Development, for other than delivery or construction purposes, unless housed within a garage and no person shall engage in major car repairs either for himself or others at any time.

3. There shall not be erected, placed, altered, or permitted to remain on any lot in said subdivision any mobile homes, temporary or permanent, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence with the only exception being for golf course usage or by the Developer for use during construction.

4. To maintain the open look and feel of the golf course and to protect the views, there will be no fences of any kind anywhere on any lot within the subdivision except as follows: a. the boundary fence surrounding the property of the Cherokee Hills, Phase I development; b. required pool enclosures, or c. patio fencing or walls permitted as part of the house construction plans. Any exceptions must be approved by the Developer.

5. In order to create a look of uniformity throughout the Development, all U. S. mailboxes will be approved by the developer. Developer will provide owner at least two (2) options, at lot owner's expense.

Developer reserves the right to approve any plan submitted by owner. No newspaper boxes will be allowed unless incorporated within design approved by developer.

6. No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developer. There will be no approval of any dish over 30 inches in diameter.

7. No signs whatsoever shall be erected or maintained on the property with the exception of those of Developer (until all lots are sold) or as required for directions, operation or advertisement of the golf course. Should an owner put his property up for sale, one real estate sign may be permitted on the front of the property. However, no realty signs are permitted at the entrance to the subdivision. Said real estate signs must be approved by the Developer and may not exceed 2 feet by 2 feet in overall dimensions. All signs shall be professionally prepared.

8. Above ground swimming pools will be considered only when an in ground pool is unsuited for a lot, when it is properly decked and fenced, and only with the Developer's approval.

9. There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any lot or common area, except by maintenance and security personnel in the performance of their duties.

10. No outside clotheslines shall be erected or placed on any lot.

11. An easement is reserved on each lot for utilities installation. This easement shall extend 7 1/2 feet along each side lot line, and 20 feet along the front and back lot line. The Developer further reserves such easements as may be required for the development of the property relative to drainage and utilities which include but shall not be limited to, gas, water, sewer, and electricity with full right of ingress and egress. Said easements are reflected on said subdivision plat if practical.

12. Hobbies or activities that tend to detract from the aesthetic character of the lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automotive and boat repair and sport activities involving equipment placed on the lots.

13. No owner or occupant of any lot that is a part of this development shall attempt to construct a road across the property designated as a lot nor to construct a road that would connect from an existing road within the subdivision to property outside the development.

14. It is recommended by the developer that once 50% of the lots are sold, and should more than 50% of those lot owners desire, a homeowners association could be established to help preserve the beauty, value, and uniqueness of Cherokee Hills Subdivision, Phase I. Any forbearance by Developer in enforcing restrictions, waiving restrictions or exercising any rights or remedies shall not be a waiver of or preclude the exercising of any rights thereafter. In the event the Developer waives any restriction for a lot owner, it shall not at any time thereafter be held to be a waiver of any of terms, conditions, restrictions, or covenants for any other lot owner. All waivers must be expressly stated in writing. The Developer may not be held liable for damages, by exercising or forbearing its right to exercise, by waiver or failure to waive, any rights, remedies or restrictions hereunder.

15. The restrictions herein contained shall run with the land and shall be binding upon all persons claiming interest therein.

16. In the event any one of these restrictions shall be declared void by the judgment of a court of competent jurisdiction, such judgment shall in no wise affect any other restriction herein contained.

17. Violations or attempted violations of any of the restrictions herein contained may be restrained by the owner of any other lot, including developer, in said subdivision by proceedings at law or in equity.

E. ARROWHEAD GOLF COURSE.

The golf course is a major attraction and integral part of Cherokee Hills, Phase I. It will be maintained and operated by an entity separate from the lot owners. Although the following items are under the direct control of the golf course management, these provisions have an affect on all lots owners and will be enforced, as other restrictions, by the homeowners association or developers.

1. An easement is hereby reserved in favor of the Developer, its successors and assigns, as described in the recorded plat of the subject property for the purposes of construction, maintaining, operating, and repairing electric lines, all utilities, retention and drainage facilities, irrigation system, golf cart paths, water control for the golf course, and the right is hereby reserved to enter upon said property on any and all reasonable times for the purposes of installing, maintaining and repairing the same. This easement provision is perpetual and not subject to change.

2. No construction of any dwelling structure or building as a part of that dwelling shall be allowed on any lot within 40 feet of the golf course property line, unless developer approves lot setback exception.

3. All lot owners shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournaments held at the golf course, which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, owners of lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

4. The Golf Course Management shall appoint a representative to attend all meetings of the Homeowner's Association in order to assure cooperation and harmony of purpose between the two organizations for the benefit of the entire Development.

THOMAS & OLIVER OF CADIZ, INC.

BY: Dennis G. Thomas
DENNIS G. THOMAS, President

ATTEST:

Stephen D. Oliver, Secretary
STEPHEN D. OLIVER, Secretary

STATE OF KENTUCKY, TRIGG COUNTY --- SCT.

I, Wanda H. Thomas, Trigg County Clerk, do hereby certify that the foregoing Restrictions was recorded in Misc. Book #22, Page 542

was this day produced to me in my office, with the foregoing certificate of acknowledgement thereon endorsed.

Whereupon the same was, this day at 11:45 o'clock a.m. filed, ordered to record, indexed and with the foregoing and this certificate