

AMENDMENT TO DEED OF RESTRICTIONS

RECORDED IN Wise BOOK
NO. 81 PAGE 539

WHEREAS, L. D. Cary and wife, Janey Cary, 1523 Forrest Lane, Owensboro, Kentucky 42301; and Canyon Run Development Corporation, a Kentucky Corporation, 1523 Forrest Lane, Owensboro, Kentucky 42301, do hereby amend the Deed of Restrictions recorded in the Office of the Logan County Court Clerk, which appeared of record in Deed Book 214, Page 657.

WHEREAS, said Deed of Restrictions are recorded in the Office of the Logan County Court Clerk in Deed Book 214, Page 657, and provide that same may be amended in Paragraph 21 thereof at Page 665 under the provision of general provisions. In particular, said general provisions under said paragraph provide at Page 667 that "These restrictions, conditions and covenants may be altered or amended at any time, from time to time, by the owners as long as they own any lot within the subdivision and that alterations or amendments thereof may be made upon the affirmative action of the owners of the majority of the numbered lots of the subdivision"; and

WHEREAS, L. D. Cary and wife, Janey Cary, and/or Canyon Run Development Corporation own more than one (1) lot on the property covered by the Deed of Restrictions and in fact own a majority of the numbered lots of the Canyon Run Subdivision in Logan County, Kentucky, as same is platted in the Office of the Logan County Court Clerk and as is described in deeds of conveyance for the subdivision; and

WHEREAS, as to Lot #59, of the Canyon Run Subdivision, Phase Two, recorded in Plat Cabinet 2, Envelope 46, of the Logan County Court Clerk's Office, it is necessary to amend the lines of said lot due to the location of a dwelling which crosses the lines of two (2) lots.

NOW, THEREFORE, in consideration of the premises, Lot #59 of Canyon Run Development Corporation, Phase Two, is amended and is described as follows:

Beginning at an iron pin (found) stamped LS #2212 in the West right-of-way of Shawnee Path Road at the original Northeast corner of Lot #59 of the Canyon Run Subdivision; thence with the right-of-way of Shawnee Path Road S 06-57-00 W 120.63 feet to a $\frac{3}{4}$ inch to a T-shaped iron pin, set in the West right-of-way of said road; thence on a new division line S 87-14-04 W 137.33 feet to an iron pin, set, in the East line of Lot #54; thence N 05-50-36 W 126.49 feet to an iron pin (found) stamped LS #2212; thence N 05-50-36 W 32.00 feet to an iron pin set, new division line between Lot #58 and Lot #59; thence N 89-03-31 E 172.08 feet to an iron pin, set in the West right-of-way of Shawnee Path Road, new division

corner between Lot #58 and Lot #59; thence S 06-57-00 W 34.38 feet to the point of beginning. This being the description for Lot #59 as reconstituted with an addition of the portion of what used to be Lot #58, which contains 5,551 square feet and is described as shown on the plat attached hereto and Lot #59 as reduced by that portion of Lot #59 which is now added to Lot #60 and which contains 4,399 square feet.

The lot descriptions for Lot #58 and Lot #60 are modified accordingly to reflect the addition to Lot #60 of that portion of Lot #59 containing 4,399 square feet and the subtraction from Lot #58 of that portion of Lot #58, which contains 5,551 square feet.

This modification of said lot lines and division lines shall be binding on the parties hereto and the subsequent owners of said Lots 58, 59 and 60. In all other respects the aforesaid Deed of Restriction shall remain in full force and effect.

IN TESTIMONY WHEREOF witnesseth the signature of the parties above named this the 10th date of Dec, 2004.

L. D. Cary
L. D. CARY

Janey Cary
JANEY CARY

CANYON RUN DEVELOPMENT CORPORATION

540

BY: L. D. Cary
AUTHORIZED OFFICER

COMMONWEALTH OF KENTUCKY)
COUNTY OF MUHLENBERG) SS:

The foregoing Amendment to Deed of Restrictions was produced, acknowledged and sworn to before me by L.D. CARY and JANEY CARY, husband and wife, to be their free acts and deeds, on this the 10th day of Dec, 2004.

My Commission expires: 10-14-07

[Signature]
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF MUHLENBERG)

The foregoing Amendment to Deed of Restrictions was produced, acknowledged and sworn to before me by L.D. Long, in the capacity of a duly authorized Officer of CANYON RUN DEVELOPMENT CORPORATION, a Kentucky Corporation, to be his free act and deed, on this the 18 day of Jan, 2004.

My Commission expires: 10-14-07

[Signature]
NOTARY PUBLIC

Prepared By:

BRENT YOMTS, PSC

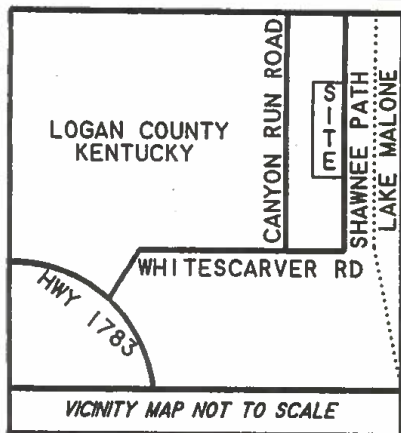
By: [Signature]
BRENT YOMTS
114 Mill Street
P.O. Box 370
Greenville, KY 42345
(270) 338-0816

541

d: 09-26-04
t: 09-28-04lts
rt: 10-19-04lts

STATE OF KENTUCKY
COUNTY OF LOGAN

I, Kenny Chapman, Clerk of Logan County do certify that the foregoing instrument was this day lodged in my office for record and that I have recorded in this and the certificate thereon, in my said office, at 10:30 A.M. on Jan 13, 2005
[Signature] C.B.



NOTE

THE PROPERTY SHOWN HEREON IS
SUBJECT TO ALL LEGAL EASEMENTS
PRESCRIPTIVE RIGHTS. AND RIGHT OF
WAYS.

LINE	BEARING	DISTANCE
L 1	S 06° 57' 00" W	34.38'
L 2	N 05° 50' 36" W	32.00'
L 3	S 06° 57' 00" W	34.38'
L 4	N 05° 50' 36" W	32.00'

NORTH ROTATED TO PLAT OF RECORD

OBSERVATION DATE 8-11-2004

SCALE: 1 INCH=50 FEET

LEGEND

⊙ - 3/4" "T" SHAPED IRON PIN WITH
1" STAINLESS STEEL CAP STAMPED
"PROPERTY LINE. DO NOT DISTURB
LS #2212" (SET THIS SURVEY)

● - IRON PIN (FOUND) STAMPED 2212

SURVEYOR'S CERTIFICATION

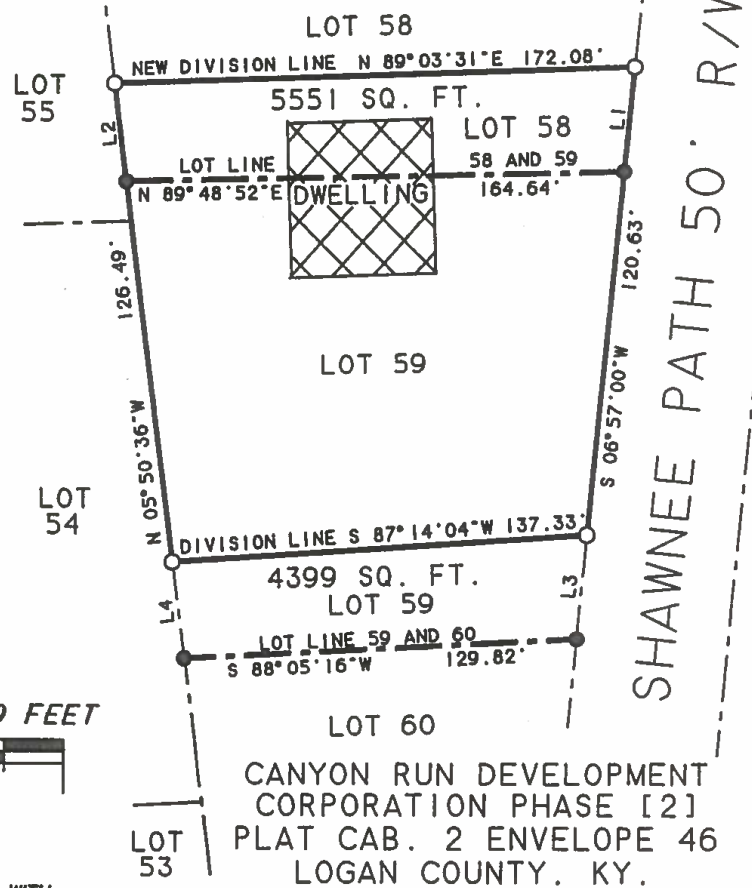
I DO HEREBY CERTIFY THAT THE SURVEY
SHOWN HEREON WAS PERFORMED UNDER
MY DIRECTION BY THE METHOD OF RANDOM
TRAVERSE. THE UNADJUSTED MATHEMATICAL
ERROR OF CLOSURE RATIO OF THE RANDOM
TRAVERSE EXCEEDS 1:15000; AND THAT THE
BEARINGS AND DISTANCES SHOWN HEREON
HAVE NOT BEEN ADJUSTED FOR CLOSURE.
THE BASIS OF THE BEARINGS SHOWN HEREON
WAS A MAGNETIC READING TAKEN IN THE
FIELD ALONG A RANDOM TRAVERSE LINE NEAR
THE WEST PROPERTY LINE SHOWN HEREON. THE
SURVEY SHOWN HEREON IS A CLASS "A"
SURVEY AND THE ACCURACY AND PRECISION
OF SAME MEETS ALL THE SPECIFICATION OF
THIS CLASS.

Douglas Hatfield 10-05-04
DOUGLAS HATFIELD, LS #2212 DATE

STATE OF KENTUCKY
DOUGLAS M.
HATFIELD
2212
LICENSED
PROFESSIONAL
LAND SURVEYOR

SURVEY AND PLAT FOR
WILLIAM LINDSEY
3636 LEGACY STREET
SPRINGFIELD TN. 37172

SURVEY AND PLAT BY
DOUGLAS HATFIELD
PROFESSIONAL LAND SURVEYOR
400 TERREBONE LOOP
GREENVILLE, KENTUCKY 42345
PHONE: (502) 338-6700
DRAWN BY: DMH CHECKED BY: DMH
DATE: 8-11-2004 FILE: LOT59CR



542

Mail to:
Davie G. Crawley
P.O. Box 1017
Henderson, Ky 42420
7-2-74

DEED
214 657

DEED OF RESTRICTION

WHEREAS, Davie G. Crawley and wife, Rose S. Crawley, Henderson County, Kentucky, and John Barrett and wife, Agnes Barrett, Logan County, Kentucky, hereinafter referred to as OWNERS, are the owners and developers of certain residential subdivision property located in Logan County, Kentucky, Lake Malone area, identified as Palisades Estates Subdivision, and more particularly described by recorded plat in the office of the County Court Clerk of Logan County, Kentucky, Deed Book 1, at Page 127, and

NA

WHEREAS, the OWNERS desire to establish restrictions, conditions and covenants governing the use and occupancy of the numbered lots of said subdivision, as hereinafter provided.

HOW THEREFORE, all parcels of real property designated as lots numbers 1 through 49 of Palisades Estates Subdivision, Logan County, Kentucky, plat of which is recorded in Deed Book 1, at Page 127, in the office of the Logan County Court Clerk, shall be and are hereby made subject to the following restrictions, conditions and covenants:

1. Improvements; Approvals: No improvements (including but not limited to buildings, sheds, garages, carports, fences, drives, parking areas, boat docks and landscaping) shall be constructed, installed, erected, placed or altered on any lot governed by these restrictions until the plans and specifications, therefore, showing the design, specifying the materials to be used, and including a plot plan showing the location, grade and elevation (both existing and new) of the proposed improvements

have been submitted to and approved in writing by the Review Board, as hereinafter established. Such approval shall be based upon a determination of whether or not the proposed improvements are acceptable as to design, materials and fire safety, are of external rustic design blending the natural environment of the area and the existing structures on adjacent lots, are located so as not to adversely affect adjoining structures and uses, are compatible with existing natural topography, grade and finished ground elevations and are in compliance with all other provisions of these restrictions.

2. Nuisance Prevention: No noxious or offensive use or activity shall be permitted on any lot which is governed by these restrictions which is or may become a nuisance, including but not limited to unsightliness, uncleanliness, disorderliness, vibration, glare, noise or excessive emission of odors, dust, dirt, fumes, noxious gasses or smoke.

Motorcycles, mini bikes and similar noise-making motor vehicles are restricted to use between the hours of 10:00 A.M. and 7:00 P.M. at current local time, and shall be equipped with quiet mufflers and spark arresters. No dragging or racing of motor vehicles shall be permitted, and the established speed limits within the subdivision shall be observed at all times.

No livestock shall be kept on any lot in the subdivision. Household pets will be permitted but shall be kept leashed, chained, pinned or otherwise confined from sundown to sunup. Household pets which may become a nuisance because of barking excessively, biting, harassing persons,

damaging persons of property, chasing vehicles or other like activities shall be excluded from the subdivision.

Sewerage disposal system shall be kept in proper working condition and shall not emit excessive odors or permit surfacing of effluents. Water pumps shall be housed in structures so as not to emit noise to the exterior which is audible when standing at a distance of 15 feet from the structure.

Except for burning wood in fireplaces and charcoal cooking, there shall be no burning of brush, trees, debris, garbage, grass, leaves or other materials during or after construction. Garbage and other debris and disposal materials shall be removed from the subdivision area to an approved county or other garbage dump designated as such.

No open storage or stock piling of materials, equipment or debris will be permitted after completion of construction.

Except for street identification signs, no signs or billboards will be permitted on any lot in the subdivision.

Except for drilling of water wells, no other drilling or mining will be permitted on any lot in the subdivision.

3. Residential Use of Subdivision Lots: Each of the lots covered by the restrictive covenants shall be used for residential purposes only, and no commercial, industrial or other use of said lots shall be permitted. Not more than one immediate family shall maintain residence on any one lot of the subdivision. Not more than one residential structure will be permitted on any one lot of the subdivision. Apartments or dwellings housing two or more families will not be permitted.

on any lot covered by these restrictions. Trailers, campers and/or mobile homes, permanent or temporary, will not be permitted on any lot covered by these restrictions.

4. Platted Lot Division: Lot sizes shall be maintained as platted, and no lot covered by these restrictions shall be subdivided.

5. Streets and Roadways: Streets and roadways within the subdivision shall be those designated from time to time by OWNERS and as shown on the recorded plat of the subdivision.

The OWNERS retain the right to regulate and control the traffic (including speed, direction of flow and the like) on such streets and roadways, and to construct connecting streets or roadways into other developed areas. Vehicle speed on streets and roadways of the subdivision area shall be as established by OWNERS from time to time, and is hereby established at a maximum of 15 miles per hour for all traffic. Parking of vehicles on streets and roadways, or their right-of-ways, shall not be permitted.

6. Utility Easements: The OWNERS reserve the right as to each lot of the subdivision to use the necessary portion thereof for the installation, construction, operation and maintenance of utility services (including gas, water, sewerage, telephone service and electric service) provided that such use does not unreasonably interfere with the owners' intended use thereof. The purchasers of subdivision lots agree to grant to the OWNERS the necessary easements for installation, construction, operation and maintenance of such utility services, which shall be accomplished with a minimum interference with existing natural ecology.

7. Lakeside Uses: Persons owning lots fronting on the lakeside may have use of the 50 foot lakeside easement

owned by the State of Kentucky, and may cut grass and weeds thereon and remove debris therefrom. They may place private boat docks on the water's edge and use the same in connection with their respective lakeside lots. It is understood and agreed that the 50 foot easement herein referred to is maintained by the State of Kentucky for public access to the water along the shore line. Persons owning lakeside lots may not cut trees, remove soil or rock, or otherwise change the natural ecology of the 50 foot shore line easement.

8. Boat Docks: Only owners of lakeside lots shall be permitted to construct private boat dock facilities. Docks shall not extend more than 14 feet from the shore line nor be wider (parallel to the shore line) than 16 feet.

9. Tree Removal: Owners of lots shall not remove or permit removal of any trees having a trunk diameter of more than two inches measured at a distance of 30 inches above natural grade, except for access drives, parking areas, construction of structures, patios and walks. All trees more than four feet outside of the areas of the structures above enumerated shall remain intact. Exceptions shall be made only upon approval of the Review Board.

10. Parking: Off-street parking shall be provided on each lot covered by these restrictions at a ratio of one parking space (9 feet wide) and 20 feet long) per bedroom, but not less than 2 spaces per lot. Access drives shall be a minimum width of 10 feet. A turn-around area shall be provided within the lot area. Where driveways cross a street or roadway drainage ditch, the lot owner shall install a reinforced concrete, galvanized iron or aluminum culvert pipe not less than 15 inches

area for in area. Driveways shall be made to parking regulations only upon approval of the Review Board.

11. Structures: Structures and appurtenances shall be designed and constructed to accommodate the natural grade of the site and to eliminate extreme changes in grade and removal of natural growth. Grading plans shall be approved by the Review Board prior to commencement of construction.

12. Completion of Construction: Any construction started must be completed within one year from construction start date.

13. Maintenance of Lots: Within one year of date of purchase of lot of the subdivision the purchaser shall clear the site and maintain the growth of grass, brush and weeds to a height not to exceed 6 inches. After construction of a residence, the owner of the lot shall maintain ground cover to a height not exceeding 3 inches. Eroded areas, before, during and after construction, shall be immediately repaired, seeded or sodded to eliminate continued erosion. A minimum of \$250.00 worth of special landscaping (based upon the value of a dollar in the year 1974) shall be spent for landscaping within one year after residence is completed. At least 50% of the landscaping costs shall be spent in the area between the street right-of-way and the residence. Landscaping shall be properly trimmed, maintained and replaced when necessary.

14. Location of Structures: Permanent buildings shall be located in accordance with the following minimum distances:

- (a) From lake water line (elevation 450 feet) 70 feet.
- (b) Rear and side lines (except for lake water line) 25 feet.

- (c) Front line (roadway) and side line (roadway)
30 feet.

Distances shall be measured from the most extended portion of the structure (wall and/or roof overhang) to the respective site boundary lines.

15. Building Area: The following minimum requirements for main living floor (s) of residences shall be required:

- (a) Lot size 0 to .45 acres - 900 sq ft.
- (b) Lot size .5 to .75 acres - 1200 sq ft.
- (c) Lot size .75 to .99 acres - 1500 sq ft.
- (d) Lot size 1.0 acres and larger - 1800 sq ft.

Square foot requirements are defined as net liveable areas (inside area of exterior walls) and does not include unfinished basements, unfinished second floors, porches, stoops, patios, carports, garages, boat and equipment buildings, pump enclosures, storage sheds and the like. If basement is provided and finished on initial construction, the area of the main living floor (s) may be reduced by 20%. If a loft or upstairs is finished on initial construction, the area of the main floor (s) may be reduced 20%.

16. Plumbing and Sewerage Disposal: All residences shall have indoor toilets and plumbing. Sewerage disposal shall be with Kentucky Department of Health approved individual residential type package plant, with effluent discharge into approved field bed or seepage pit.

17. Underground Electrical and Telephone Service: Electrical and telephone service connections from service company distribution system to the residential building shall be made underground.

18. Water Service: Potable water service may be provided by drilled well located on the owner's lot unless water service shall be available from county water district or other approved water utility service. Water systems shall be approved by the Kentucky Department of Health.

19. Required Submittals for Approval: There shall be submitted with each application for approval of construction the following:

- (a) Site plan, showing site boundaries, access roads, culverts, drainage (existing and new), grading, (existing and new) buildings and locations, drives, parking area, turn-around area, walks, patios, building finish and floor elevations. If lakeside lot, boat dock locations shall also be designated.
- (b) Floor plan, at a scale of 1/4" equals 1 foot, showing room arrangements, dimensions, room finish schedule and net square footage per floor, designating finished and unfinished areas.
- (c) Elevation views from each major side of the building (s) with finish materials indicated.
- (d) Wall section, through one major portion of the building (s).

20. Review Board: Simultaneously with the recording of this Deed of Restriction, there is hereby created a Review Board, to review proposed construction plans and specifications, to issue approvals for construction upon

compliance with the requirements contained herein and to review and rule upon all other matters as provided herein. The Review Board shall be composed, initially, of two permanent members, who shall be Davie G. Crawley and John Barrett, or their respective agents or designees, who shall remain permanent members of the Review Board until its termination as herein provided. Three additional members (rotating members) of the Review Board shall be selected from the owners of lots in the subdivision in the following manner: The first, second and third owners of lots to complete construction of their residences shall become one year, two year and three year term members of the Review Board, respectively. Upon termination of each of the original terms of the rotating members of the Review Board, other lot owners who have completed construction of their residences shall become members of the Review Board for terms of three years, in the order of the dates of completion of construction of their respective residences. Provided, however, that rotating members of the Review Board shall serve until they have been succeeded in office as herein provided. The permanent members of the Review Board shall have two votes each in deciding matters to come before the Board. The rotating members shall have one vote each. After 100% of the subdivision is sold and construction of residences is completed thereon, the Review Board shall cease to exist.

21. General Provisions: The foregoing restrictions, conditions and covenants shall be construed as covenants running with the land and shall be binding upon the parties hereto, their personal representatives, heirs, successors

and assigns, and all persons claiming under them, for a period of 25 years from the date hereof, at which time said restrictions, conditions and covenants shall terminate; provided, however, that at the expiration of said term they may be renewed for any additional period of time upon the vote of a majority of the owners of the subdivision lots at said time. It is intended that these restrictions may be enforced, and violations thereof may be restrained by any owner of any lot of the subdivision. If any such owner, his heirs, successors or assigns, shall violate or attempt to violate any of such restrictions, conditions or covenants during the period of their existence, it shall be lawful for any person or persons owning any other lot of the subdivision to prosecute such violations by proper proceedings at law or in equity against such person or persons violating or attempting to violate any such restrictions, conditions or covenants, and to prevent him or them from so doing and/or to recover damages or other relief for such violation. In the application and enforcement of any restriction, condition, or covenant applicable with respect to more than one lot, the OWNERS, the Review Board, or any successor or successors thereto, shall apply and enforce such restrictions, conditions and covenants in like manner with respect to all such lots to which they are applicable. The failure or neglect of the OWNERS and/or the owners of any lot of the subdivision to demand or insist upon the observance of any of the foregoing restrictions, conditions and/or covenants, and to proceed for restraint of violation thereof, shall not be deemed a waiver of such violation or operate as an estoppel to restrain

continuance thereof, but any restriction, condition and covenant may be enforced at any time notwithstanding that a violation thereof may have been suffered or permitted, nor shall a waiver of any such restriction, condition or covenant in any particular be deemed a waiver of any default thereunder, whether of the same or of a different nature. Invalidation of any of these restrictions, conditions and covenants by judgment or otherwise shall in no way effect any of the other restrictions, conditions and covenants which shall remain in full force and effect. These restrictions, conditions and covenants may be altered or amended at any time, from time to time, by the OWNERS as long as they own any lot within the subdivision. Alterations or amendments thereof may be made upon the affirmative action of the owners of a majority of the numbered lots of the subdivision.

IN WITNESS WHEREOF the OWNERS have hereunto set their hands and seals this 27th day of June, 1974.

David G. Crawley
David G. Crawley

Rose S. Crawley
Rose S. Crawley

John Barrett
John Barrett

Agnes Barrett
Agnes Barrett

667

STATE OF KENTUCKY

COUNTY OF HENDERSON, . . . S.W.

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day appeared before me David G. Crawley, Rose S. Crawley, his wife, John Barrett and Agnes Barrett, his wife, who each signed and acknowledged the foregoing instrument to be their own free act and deed.

Given under my hand and notarial seal this 27th day of June, 1974.

My Commission expires: Aug. 1, 1975



Charles B. White
Notary Public

STATE OF KENTUCKY
COUNTY OF HENDERSON
This instrument was recorded on the 27th day of June, 1974, at 11:40 A.M.
CLERK OF COURTS
HENDERSON, KENTUCKY
Charles B. White
Clerk

This Instrument Prepared by

Charles B. White
OF BEST AND TRUSTEES, CHARTERED
Suite 310 Imperial Building
110 Third Street
Henderson, Kentucky 42420



242234
Book: DEED Number: 214
Pages: 657 - 668