

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS OF**

DEEP WATER ESTATES

WHEREAS, Christopher T. Urban and his wife Karen H Gehringer-Urban and Ronald Santos Ramos and his wife Gia Stella Blancaflor Ramos hereinafter referred to as the OWNERS, are the owners and the developers of certain residential subdivision property located in Muhlenberg County, Kentucky, identified as DEEP WATER ESTATES described by recorded plat on the Office of the County Court Clerk of Muhlenberg county in the Plat Cabinet 2, Slide#s 50 and 51;

WHEREAS, the OWNERS desire to establish restrictions, conditions, and covenants governing the use and the occupancy of the numbered lots and condos of said subdivision, as hereinafter provided, with the exception of all land and improvements owned by DWE-HOA or Developers or their designees for so long as DWE-HOA or Developers or their designees shall be the owners(s) thereof except as they may otherwise be restricted by state law.

NOW THEREFORE, all parcels of real property designated as lots or condos of DEEP WATER ESTATES Muhlenberg County, Kentucky, a plat of which is recorded as indicated above in the office of the Muhlenberg county court clerk, shall be and are hereby made subject to the following restrictions, conditions, covenants and easements:

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 or condo governed by the these restrictions until the plans and specifications therefore, showing the design, specifying the materials to be used, and including 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 so as to not 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. This includes any use or activity 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.

Mini bikes and go karts 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, penned or otherwise confined at all times. Household pets which may become a nuisance because of barking excessively, biting, harassing persons, damaging property of persons, 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.

Except for burning wood in fireplaces and charcoal cooking, there shall be no burning brush, trees, debris, garbage, grass, leaves or other materials during or after construction. The OWNERS herein are not subject to this restriction associated with the development of this subdivision. 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 and real estate for sale signs, no signs or billboard will be permitted on any lots in the subdivision.

3. **Residential Use of Subdivision Lots:** Each of the lots covered by these 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 lots covered by these restrictions. Apartments or dwelling housing two or more families will not be permitted on any lot covered by these restrictions. Exposed trailers, campers and or mobile homes, permanent or temporary, will not be permitted on any lot covered by these restrictions. Trailers, campers and/or mobile homes, permanent or temporary, are permitted only if continuously garaged and kept from view.
4. **Platted Lot Division:** Lot sizes shall be maintained or platted and no lot shall be subdivided by any individual owner, with the exception of the OWNERS, identified herein, who may subdivide without restrictions.
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 the developed areas. Vehicle speed on streets and roadways of the subdivisions area shall be 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 Easement:** 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) The purchasers of subdivision lots agree to grant to the OWNERS the necessary easements for installation, construction, operation and maintenance of such utility service, which shall be accomplished with a minimum interference with existing natural ecology.
 7. **Lakeside Uses:** Persons owning lots fronting on the lake and owners of lakeside condos 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. Said owners (excluding owners of condos) may place private docks on the water's edge (if state permitted) and use the same in connection with their respective lakeside lots. Owners of lakeside condos may use the condominium building's private dock(s) on a first-come, first-served basis. Overnight boat docking is not allowed at the condo building's shared dock(s). It is understood and agreed that the 50' foot easement herein referred to is maintained by the state of Kentucky for the access to the water along the shoreline. Persons owning lakeside lots may not cut trees, remove soil or rock, or otherwise change the natural ecology of the 50' foot shoreline easement.
 8. **Boat Docks:** Only owners of lakeside lots with 50' of frontage shall be permitted to construct private boat dock facilities. Dock shall not extend more than 14 feet from the shore line nor be wider (parallel to the shore line) than 16 feet, and/or all docks shall comply with state required permits and regulations.
 9. **Tree Removal:** Owners of lots shall not remove or permit removal of any trees with a trunk diameter of more than four to six 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 10 feet outside of the areas of the structures above enumerated shall remain intact. Exceptions shall be made only upon approval of the Review Board. Pine trees shall be replaced with hardwood trees.
 10. **Parking:** Off-street parking shall be provided on each lot covered by these covenants with 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 a roadway drainage ditch, the lot owner shall install a reinforced concrete, galvanized iron or aluminum culvert pipe not less than 15 inches diameter in area. Exceptions shall be made to parking regulations only upon approval of the Deep Water Estates Home Owners Association.
 11. **Structures:** Structures and appurtenances shall be designed and constructed to

accommodate the natural grade of the site and to eliminate extreme changes in the grade and the removal of natural growth. Grading plans must be approved by the Review Board prior to commencement of construction.

12. **Completion of Construction:** Any construction started must be completed within nine (9) month from construction start date.

13. **Maintenance of Lots:** Within one year of date of purchase of a lot in the subdivision the purchaser shall clean the site and maintain its neat appearance with the growth of grass, brush and weed 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 to exceed 6 inches within landscaped areas 10 feet of residence. Eroded areas, before and after construction, shall be immediately repaired, seeded or sodded to eliminate continued erosion. A minimum of \$500.00 worth of special landscaping shall be spent for landscaping within one year after residence is completed. At least 50% of the landscaping cost shall be spent in areas between the street right-of-way and the residence. Landscaping shall be properly trimmed, maintained and replaced when necessary. Pine trees shall be replaced with hardwood trees.

14. **Location of Structures:** Permanent buildings shall be located in accordance with the following minimum distances:
 - (A) From lake water line (elevation 450 feet).....55 feet.
 - (B) Rear and sidelines (except for lake water line).....20 feet.
 - (C) Front line (roadway) and side line (roadway)..... 5 feet.

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

15. **Building Area:** The following minimum requirements of 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.....1400 sq ft.
 - (d) Lot size 1.0 acre and larger..... 1600 sq ft.

Square foot requirements are defined as net livable areas (inside area of exterior walls) and does not include unfinished basements, unfinished second floors, porches, stoops, patios, carports, garages, boats and equipment, out buildings, pump enclosures, storage sheds and the like. If basement is provided and finished on initial construction, the area of the main floor (s) may be reduced 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 all indoor toilets and plumbing. Sewage disposal shall be with Kentucky Department of Health approved individual residential type package plant, with effluent discharge into approved field bed or cooPAGE or private system.
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:** Water service shall be available from the county water district or other approved water utility service, or well water system. Water systems shall be approved by the Kentucky Department of Health.
19. **Required Submittals for Approval:** The following shall be submitted to the Review Board of the Homeowners Association with each application for approval of construction of the following:
 - (a) Site plan, showing site boundaries, access roads, culverts, drainage, (existing and new) grading, (existing and new) buildings and location, drives, parking areas, turnaround areas, walks, patios, building finishes and floor elevations. If the lot is lakeside, boat dock location shall also be designated.
 - (b) Floor plan, at a scale ¼" equals 1 foot, showing room arrangements, dimensions, room finish schedule and net square footage per floor, designation finished and unfinished areas.
 - (c) Elevation view from each major side of the building(s) with finish materials indicated.
 - (d) Wall section, through one major portion of the building(s).

20. **Request for Approval:** Any/all requests for construct of and/or modification to any building or structures on any lot or condo covered by these covenants shall be submitted in writing per the requirements of Paragraph 19, at least 45 days in advance of any work being started or effort undertaken.
21. **Home Owners Association:** Simultaneously with the recording of the Declaration of Covenants, Restrictions, and Easements is the creation of the Deep Water Estates Home Owners Association, Inc. (DWE-HOA). The DWE-HOA has the responsibility of reviewing proposed construction projects. A Review Board or Committee will be created by DWE-HOA for this purpose. It is the lot or condo owner's responsibility to seek DWE-HOA approval before beginning any building project. The DWE-HOA is chartered with developing the review process and incorporating the terms of these covenants in the review standards.
22. **Fireworks, Firearms, Etc.:** The sale or use of fireworks is prohibited on the property, except by written permit granted by DWE-HOA. The use of or discharge of firearms, air rifles, or pellet guns on the property is prohibited except by certified peace officers and by written permit granted to individuals by DWE-HOA. Hunting of any kind and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles, is prohibited except by written permit granted to individuals by DWE-HOA. If such written permits are granted, the DWE-HOA may designate certain areas for these activities, which must be conducted in accordance with all applicable federal and state local laws.
23. **Restrictions for Residential Tracts:** No profession, home industry or garage sale shall be conducted in or on any part of a tract or structure thereon without the specific written approval of the DWE-HOA. The DWE-HOA upon consideration of the circumstances in each case and particularly the effect of surrounding property, may permit a tract of structure thereon to be used for the conduct of a garage sale, or a profession or home industry incidental to its primary use for residential purposes, if it is found by the DWE-HOA to be compatible with the neighborhood.
24. **Tract Use for Model Home or Real Estate Office:** A residential tract may, with the written consent of DWE-HOA, be used for a model home (which may include the builder's or developer's real estate office).
25. **Use of Clothes Hanging Devices and Machinery:** No clothing or any other household fabrics shall be hung in the open on any tract unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and which is enclosed by a DWE-HOA approved fence or other enclosure at least six (6) inches higher than such hanging articles. No machinery shall be placed or operated upon any

tract (saving such machinery as is usual in the operation or maintenance of a private residence) except with the written approval of DWE-HOA.

26. **Chemical Fertilizers, Pesticides, or Herbicides:** No chemicals, fertilizers, pesticides, herbicides or hazardous substances shall be used on the property except normal household quantities of those products which are readily available for consumer use and are approved by a regulatory agency for household use.
27. **Antennas, Satellite Dishes, or Other Electrical Receivers:** No antennas of any kind will be allowed on any lot or condo in the Deep Water Estates subdivision. All satellite or other type receivers must be pre-approved in writing by the DWE-HOA before installation. If a receiver is approved it must be located in such a way as not to be visible from the street. The receiver must also be placed so that a minimal view of the receiver is seen from neighboring tracts.
28. **Duration, Amendment, or Termination of Covenants:** The covenants shall run with and bind the property and all owners and residents, and shall inure to the benefit of and be enforceable by DWE-HOA, any owner, and their respective legal representatives, heirs, successors, and assigns. An amendment to these covenants may be made by a majority of the owners. An amendment process shall be developed by the DWE-HOA.
29. **Violation or Breach of Covenants:** Violation or breach of any Covenant herein contained shall give DWE-HOA or its legal representative, successors and assigns, in addition to all other remedies, the right (after the elapsing of 15 days from the time receipt is acknowledged of written notice is sent to the owner of any tract involved by U.S. mail or by e-mail to the owner's last known address as shown on the stock ledger of the Association, setting forth in reasonable detail the nature of such violation or breach and the specific action or actions to be taken to remedy such violation or breach and if at the end of such time reasonable steps to accomplish such action have not been taken), to enter upon the land on which such violation or breach exists, and to take the actions specified in the notice to the owner to remedy, abate, and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, provided that such remedy, abatement or removal is carried out in accordance with the provisions of this section. Nothing herein contained shall be deemed to affect or limit the rights of DWE-HOA or any owner to enforce the Covenants by appropriate judicial proceedings.
30. **Failure to Enforce Covenants:** The failure of DWE-HOA or any owner to enforce the Covenants or any portion thereof shall in no event be considered

a waiver of the right to do so thereafter as to the same violation or breach or as to such other violation or breach occurring prior to or subsequent thereto.

31. **Covenants Do Not Create Reversion:** No covenant herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter. (To return to the previous owner or the previous owners heirs.)
32. **Relief for Violation of Breach:** Damages shall not be deemed to be the exclusive remedy for any breach or violation of any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of court order, as well as any other available relief either at law or in equity.
33. **Administration Pursuant to these Covenants:** The DWE-HOA and/or its committees or boards to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of these Covenants. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, DWE-HOA shall take into consideration the best interests of the members to the end that the property shall be developed, preserved, and maintained as a high quality community.
34. **Effect of Violation of Covenants on Mortgage:** No violation of any of these covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property; provided, however, that any mortgagee in possession or any purchaser at any mortgagee's or foreclosure sale shall be bound and subject to the Covenants as fully as any other owner of any portion of the property.
35. **Promise of Grantee to be Bound by Covenants:** Each person or entity accepting a deed, lease, mortgage, easement or other instrument conveying an interest in any tract, whether or not the same incorporates or refers to these Covenants, thereby agrees for himself/herself, his/her heirs, successors, and assigns to observe, perform, and be bound by the covenants and to incorporate the same by reference in any deed or other conveyance of his/her interest in real property subject to these covenants.
36. **Waiver of liability:** NEITHER DWE-HOA NOR ITS BOARDS OR COMMITTEES, SUCCESSORS OR ASSIGNS SHALL BE LIABLE IN DAMAGES TO ANYONE SUBLETTING PLANS OR SPECIFICATIONS FOR ANY STRUCTURE TO BE CONSTRUCTED, REMODELED OR MOVED ONTO A TRACT OR AN IMPROVEMENT TO BE CONDUCTED ON ANY TRACT, OR TO ANY OWNER OR RESIDENT

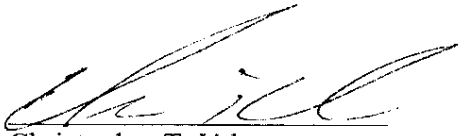
OR OTHER THIRD PARTY, BY REASON OF MISTAKE IN JUDGEMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH (1) THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE ANY SUCH PLANS OR SPECIFICATIONS, OR (2) THE INSPECTION, FAILURE TO INSPECT, ISSUANCE OF A CERTIFICATE AS AUTHORIZED HEREIN OR THE FAILURE TO ISSUE SUCH CERTIFICATE OR (3) THE FAILURE OF ANY SUCH INDEMNIFIED PARTIES TO ENFORCE ANY OF THE REQUIREMENTS OF THESE COVENANTS REQUIRING THE SUBMISSION OF PLANS, SPECIFICATIONS, A DESCRIPTION OF USES OR A GRADING PLAN FOR APPROVAL BY THE DWE-HOA. EVERY PERSON WHO SUBMITS PLANS TO THE DWE-HOA FOR APPROVAL AGREES BY SUBMISSION OF SUCH PLANS, AND EVERY OWNER AND RESIDENT AGREES BY ACCEPTING A DEED OR OTHER CONVEYANCE TO A TRACT OR INTEREST THEREIN, THAT IT WILL NOT BRING ANY ACTION OR SUIT AGAINST SUCH PARTIES TO RECOVER ANY SUCH DAMAGES AND THAT IF IT VIOLATES THIS AGREEMENT NOT TO BRING ANY SUCH SUIT OR ACTION, IT WILL PAY ALL COSTS EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS, AND ATTORNEY FEES INCURRED BY ANY PARTY DEFENDING ANY SUCH ACTION OR SUIT.

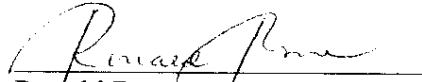
37. **Covenant of Owners:** Each owner or resident agrees that neither he/she nor anyone authorized to act for him/her will refuse to sell or rent, negotiate for the sale or rental, or otherwise make unavailable or deny any portion of the property to any person because of race, color, religion, sex, or national origin. Any restrictive covenant on the property relating to race, color, religion, sex or national origin is recognized as being illegal and void and is specifically disclaimed.
38. **Alteration of Covenants:** No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of these covenants.
39. **Severability of Provisions:** The determination by any court that any provision of these covenants is unenforceable or void shall not affect the validity of any of the other provisions hereof.
40. **Successor Entity:** DWE-HOA shall be empowered to assign its rights or any part thereof to any successor public body, authority, agency, district, or non-profit membership corporation. Upon any such assignment the Successor Entity shall have those rights and be subject to those duties of DWE-HOA assigned thereby, and shall be deemed to have agreed to be bound by the appropriate provisions hereof to the same extent as if the Successor Entity had been an original party to the covenants. Any such

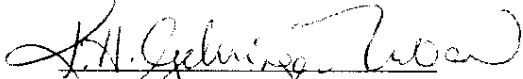
assignment shall be accepted by the Successor Entity under a written agreement pursuant to which the Successor Entity expressly assumes the duties and obligations of DWE-HOA thereby assigned.


41. **Titles:** All titles or headings of the Articles and Sections herein are for the purpose of reference and shall not be deemed to limit, modify, or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable, and all references to the masculine shall include the feminine and the neuter.
42. **Notices:** Any notice given or required under the provisions of these covenants shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person to whom notice is to be given, or when transmitted via e-mail to the last known address as shown on the stock ledger of the Association.
43. **No Warranty of Enforceability:** While Christopher Urban and his wife, Karen Gehringer-Urban, Ronald Ramos and Gia Blancaflor Ramos, and DWE-HOA have no reason to believe that any of the sections, terms, or provisions in these covenants are or may be invalid or unenforceable for any reason or to any extent, they make no warranty or representation as to the present or future validity or enforceability of any such sections, terms or provisions. Any owner acquiring a portion of the property shall not do so in reliance on the enforceability or validity of any one or more of such sections, terms or provisions of these Covenants and shall assume and does assume all risks of the validity and enforceability thereof, and by acquiring a portion of the property agrees to hold those named in this paragraph harmless therefrom.
44. **Time is of the Essence:** In regard to acts, duties, obligations, or responsibilities to be performed by any member, resident, or owner pursuant to these covenants, time is of the essence as to such performance.
45. **Governing Law:** These covenants are made in Muhlenberg County, Kentucky and shall be governed by and enforced in accordance with the laws of the State of Kentucky.
46. **OWNER/DEVELOPERS: Reserves the exclusive right to make any changes to these covenants while DWE is under development.**

Executed this 14TH day of NOVEMBER, 2005.


Christopher T. Urban


Ronald Ramos

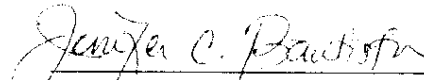

Karen H. Gehringer-Urban

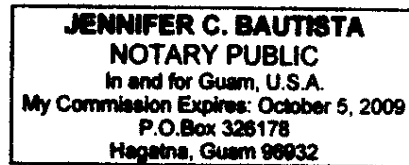

Gia Blancaflor Ramos

State of _____)
County of Guam U.S.A.)

This instrument was acknowledged to before me by CHRISTOPHER T. URBAN, on this the 14th day of November, 2005, to be his free act and deed.

My Commission Expires: October 5, 2009

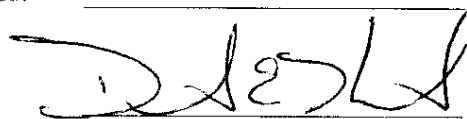

Notary



State of _____)
County of _____)

This instrument was acknowledged to before me by KAREN GEHRINGER-URBAN, on this the 23 day of NOVEMBER, 2005, to be her free act and deed.

My Commission Expires:

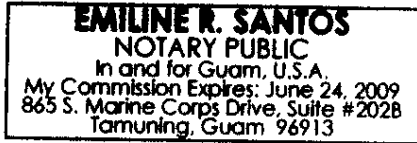

Notary

SC

State of Guam, USA
County of _____

This instrument was acknowledged to before me by RONALD RAMOS, on this the 4th day of Nov., 2005, to be his free act and deed.

My Commission Expires: _____

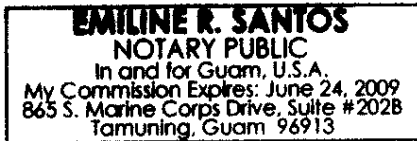


[Signature]
Notary

State of Guam, USA
County of _____

This instrument was acknowledged to before me by GIA BLANCAFLOR RAMOS, on this the 4th day of Nov, 2005, to be her free act and deed.

My Commission Expires: _____



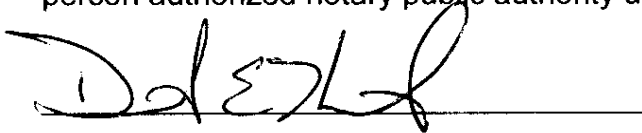
[Signature]
Notary

PREPARED BY:

[Signature]

Mark D. Collins
Law Offices of Harold M. Johns
P.O. Box 746
Elkton, Kentucky 42220
Phone: 270-265-2912
Fax: 270-265-2054

At Alice Springs, Australia, I David E. Hamil, the undersigned, do hereby certify that on this 23rd day of November, 2005, before me personally appeared Karen Helen Gehringer-Urban, who signed and executed the foregoing instrument. I do further certify that I am, as of the date of this certificate, a person in the service of the United States Armed Forces; authorized the general powers of a notary public, under Title 10 U.S.C. 1044a of the grade, branch of service and organization stated below and that this certificate is executed in my capacity as a person authorized notary public authority under Title 10 U.S.C. 1044a.

A handwritten signature in black ink, appearing to read 'D. E. Hamil', is written over a horizontal line.

David E. Hamil, MSgt, USAF



DEPARTMENT OF THE AIR FORCE
PACIFIC AIR FORCES

MUHLENBERG COUNTY
D519 PG 207

09 NOV 2001

MEMORANDUM FOR RECORD

FROM: 15 ABW/JA

SUBJECT: Designation of Notary

1. Under the auspices of 10 U.S.C. 1044(a) and AFI 51-504 paragraph 2.14, I, as the geographical separated unit's servicing general court-martial convening authority (GCM) staff judge advocate authorize, MSgt DAVID E. HAMIL, 441-66-4926, Det 421, APO AP 96548 to perform the duties of notary for the duration of his assignment. There are no paralegals or staff judge advocates at his duty location. He is of the proper rank and has been trained to perform the designated duties.

2. A copy of this letter is to be attached to all signatures he notarizes.

A handwritten signature in cursive script that reads "Joseph F. Dent".

JOSEPH F. DENT, Colonel, USAF
Staff Judge Advocate

DOCUMENT NO: 141145
RECORDED ON: APRIL 17, 2006 12:58:33PM
TOTAL FEES: \$31.00
COUNTY CLERK: GAYLAN SPURLIN
COUNTY: MUHLENBERG COUNTY
DEPUTY CLERK: KATHY SADDLER

BOOK D519 PAGES 194 - 207

**AMENDED DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS OF**

DEEP WATER ESTATES

WHEREAS, Christopher T. Urban and his wife Karen H. Gehringer-Urban are hereinafter referred to as the OWNERS, are the developers/owners of the property referred to as Deep Water Estates described by Plat recorded in the Office of the County Clerk of Muhlenberg County and Todd County in Plat Cabinet 2, Slide #50 and #51 and in Amended Plat recorded in Plat Cabinet 2, Slide 134;

WHEREAS, Deep Water Estates is still under development by the OWNERS and pursuant to section 46 of the Declarations of Covenants, Restrictions, and Easements of Deep Water Estates as originally filed in Deed Book 519, Page 194 the owner's and developers reserve the exclusive right to make any changes to the Covenants while Deep Water Estates is under development, also see Amended Restrictions recorded at Deed Book 564, Page 376, Muhlenberg County Court Clerk's Office;

WHEREAS, the owners/developers wish to amend section 14 regarding the setback lines of any structures built on Lots 46, 48 through 54, 74 and 75, and any lots resulting from any future redivision of these lots.

NOW THEREFORE, section 14 Location of Structures is hereby amended for Lots 46, 48 through 54, 74 and 75 to read as follows:

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

(A) From lake water line (elevation 450 feet).....50 feet.

(B) Rear and sidelines (except for lake water line).....0 feet.

(C) Front line (roadway) and side line (roadway).....0 feet.

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

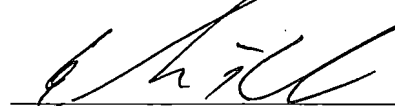
15. **Building Area:** The following minimum living area requirements of residences shall be as follow:

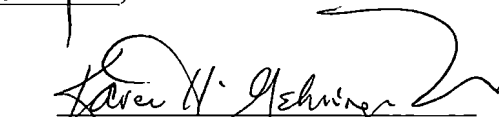
- (a) Lot size 0 to .45 acres 600 sq. ft.
- (b) Lot size .5 to .75 acres 1200 sq. ft
- (c) Lot size .75 to .99 acres 1400 sq. ft
- (d) Lot size 1.0 acres and larger..... 1600 sq. ft

Square foot requirements are defined as net livable areas (inside area of exterior walls) and does not include unfinished basements, unfinished second floors,

porches, stops, patios, carports, garages, boats and equipment, out buildings,
pump enclosures, storage sheds and the like.

Executed this 15th day of February, 2019.



Christopher T. Urban


Karen H. Gehring Urban

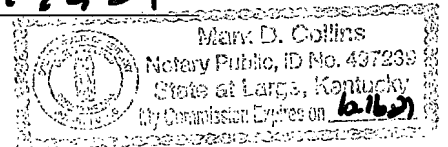
State of KENTUCKY)
)
County of TODD)

This instrument was acknowledged to before me by CHRISTOPHER T.
URBAN, on this the 15 day of Feb, 2019, to be his free act and deed.

My Commission Expires: 12-16-21



Notary
Notary ID: 497239

State of KENTUCKY)
)
County of TODD)



This instrument was acknowledged to before me by KAREN GEHRINGER
URBAN, on this the 15 day of Feb, 2019, to be her free act and deed.

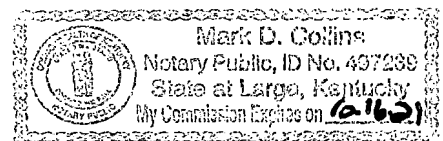
My Commission Expires: 12-16-21


Notary
Notary ID: 497239

Prepared By:


Mark D. Collins

Law Offices of Harold M. Johns
Post Office Box 746
Elkton, Kentucky 42220
Telephone: 270-265-2912



DOCUMENT NO: 284440
RECORDED: February 20, 2019 12:35:00 PM
TOTAL FEES: \$13.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: LESLIE L FLENER
COUNTY: MUHLENBERG COUNTY
BOOK: D591 PAGES: 1807 - 1808

AMENDMENT #2
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
DEEPWATER ESTATES

WHEREAS, Christopher T. Urban and his wife, Karen H. Gehringer-Urban (hereinafter referred to as the Owners) are the developers/owners of the property referred to as Deepwater Estates described by Plat recorded in the Office of the County Clerk of Muhlenberg County and Todd County, KY in Plat Cabinet 2, Slide #50 and #51 and in Amended Plat recorded in Plat Cabinet 2, Slide # 168;

WHEREAS, Deepwater Estates is still under development by Owners and pursuant to Section 46 of the Declaration of Covenants, Restrictions and Easements of Deepwater Estates as originally filed in Deed Book 519, Page 194 the Owners reserve the exclusive right to make any changes to the Covenants while Deepwater Estates is under development, including but not limited to the following:

WHEREAS, the Owners hereby re-subdivide Lot Numbers 36, 37, 38 and 39 as shown on the Plat recorded in Plat Cabinet 2, Slide #50 and #51 into the renumbered Lots 36, 36A-B, 37, 37A-C, 38, 38A-C and 39A-E as shown on the new Plat recorded in Plat Cabinet 2, Slide # 168 in the Muhlenberg County Clerk's Office;

WHEREAS, the new numbered Lots #36-39E are subject to these amended restrictions and all other lots remaining or previously sold lots remain subject to the original restrictions recorded in Deed Book 519, Page 194;

WHEREAS, the Owners wish to amend the original restrictions as recorded in Deed Book 519, Page 194 as follows:

NOW THEREFORE, for all of Deepwater Estates, Lots 1 through 97, Paragraph 3 of the original restrictions recorded in Deed Book 519, Page 194 is hereby amended to read as follows:

3. Residential Use of Subdivision Lots: Each of the lots covered by these restrictive covenants shall be used for residential purposes only, and no commercial, industrial or other use of said lots shall be permitted, except under certain circumstances wherein the lot is sold for the express purpose of serving as extra parking for RV's and/or watercraft (these lots will be specifically identified for this use when sold to the first owner only). Said storage on these exception-only lots is still subject to the provision below regarding coverage of continuously garaged property. No other lots can be used for this purpose and no other lot initially sold as residential can be converted for this use. If not sold under this exception, 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 covered by these restrictions. Apartments or dwellings housing two or more families will not be permitted on any lot covered by these restrictions except for the reserved right by the Owners to develop and/or construct such. Exposed trailers, campers and/or mobile homes, permanent or temporary, will not be permitted on any lot covered by these restrictions. Trailers, campers and/or mobile homes, permanent or temporary, are permitted only if continuously garaged and kept from view. Owners reserve the

**AMENDMENT #2
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
DEEPWATER ESTATES**

permanent or temporary, are permitted only if continuously garaged and kept from view. Owners reserve the right to designate and/or develop an interior lot or lots for extra parking for RV's and/or watercraft and/or storage as required with no restrictions.

NOW THEREFORE, Lots #36 through 39E are subject to the restrictions of the original Declaration of Covenants, Restrictions and Easements as recorded in Deed Book 519, Page 194 except for Sections 14 and 15 which are amended for these lots as follows:

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

- (A) From lake water line (elevation 450 feet) 50 feet
- (B) Rear and sidelines (except for lake water line) 5 feet
- (C) Front line (roadway) and side line (roadway) 5 feet

Distance shall be measured from the most extended portion of the structure (wall and/or roof overhand) to the relevant side boundary line.

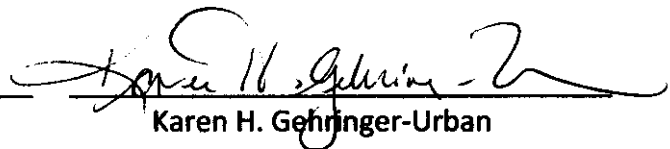
15. **Building Area:** The minimum living area requirement for Lots #36 through #39E is 600 (six hundred) square feet.

The square foot requirement is defined as net livable areas (inside area of exterior walls) and does not include unfinished basements, unfinished second floors, porches, steps, patios, balconies, carports, garages, boats or equipment, out-buildings, pump enclosures, storage sheds and the like.

Executed this 18 day of Feb 2016.



Christopher T. Urban



Karen H. Gehring-Urban

