

**DECLARATION OF RESTRICTIONS
FOR
CUB RUN WATERVIEW SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS made this 31st day of JANUARY, 2013 which has been approved by the written affirmative vote of owners comprising fifty-one (51%) of then owners of lots in **CUB RUN WATERVIEW SUBDIVISION:**

That Whereas, by numerical paragraph 14 of the Declaration of Restrictions of Cub Run Waterview Subdivision of record in Book 63 Page 318 in the office of the Clerk of Edmonson County KY states that the recorded Declaration of Restrictions may be changed, amended or altered by an instrument signed by a majority of the then owners of the lots in the subdivision who have expressed their desire to do so and

Whereas, the owners of at least fifty-one percent (51%) of the lots in the subdivision have signed a written instrument agreeing to delete and supersede the recorded Declaration of Restrictions and Supplemental Restrictions:

NOW THEREFORE BY A MAJORITY VOTE OF THE LOT AND PROPERTY OWNERS IN CUB RUN WATERVIEW SUBDIVISION IT IS AGREED AS FOLLOWS:

The Declaration of Restrictions dated July 19, 1963 of record in Book 63 Page 318 and Supplemental Declaration of Restrictions dated April 1, 1964 of record in Book 64 Page 287 and Supplemental Declaration of Restrictions dated May 11, 1965 of record in Book 65 Page 365 all in the office of the Edmonson County Clerk's office are all deleted in their entirety and in lieu and substitution thereof:

THE MAJORITY OF THE LOT AND PROPERTY OWNERS OF CUB RUN WATERVIEW SUBDIVISION DO NOW HEREBY MAKE AND IMPOSE THE FOLLOWING RESTRICTIONS ON ALL OF THE LOTS AND REAL ESTATE IN CUB RUN WATERVIEW SUBDIVISION:

1. The Declaration of Restrictions recorded April 18, 1994 of record in Miscellaneous Book 15 Page 99 and Amended January 17, 2010 of record in Miscellaneous Book 24 Page 354 all in the Edmonson County Clerk's office which Declaration of Restrictions creates and establishes The Cub Run Waterview Subdivision Homeowners Association [hereafter referred to as Homeowners Association]. Said recording defines and establishes the By-laws of said Homeowners Association. The By-laws and Amendment as recorded are hereby imposed by this Declaration of Restrictions and said recording and amended recording shall remain in full force and effect on each lot and property owner in said subdivision the same as originally recorded.
2. All buildings will be of permanent construction including non-living space, includes but not limited to, breezeways, porches, decks, storage buildings, carports or garages. No shelter such as tents, buses, shacks, or old street or railroad cars will be permitted at any time, even during construction. Only one residential building, exclusive of breezeway, porch, decks, storage buildings, carports or garages, will be allowed on each lot. No mobile or house trailers shall be permitted on any lot or property except for Lots 44 to 96 inclusive, in Cub Run Waterview Subdivision Section 1, Plat recorded in Book 63 Page 90 Edmonson County Clerk's office.
3. Building materials must be brick, stone, wood, concrete block, hardboard, vinyl, aluminum siding or other building materials that are approved in the State or County codes at the time of construction. All wood, concrete block, hardboard, vinyl and aluminum siding must be painted or stained and maintained as such, if not of permanent finish. No type of asphalt shall be used as siding, such as roll brick or roll stone. Concrete block must be stuccoed or veneered, and foundations must be continuous.

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4. All residential buildings must be completed within 150 working days after construction starts, or owner must get written approval for delays from the Homeowners Association Board.
5. All buildings must be at least ten feet from the front lot line and five feet from the back and side lines, and must be kept up and maintained in a neat and orderly manner, and in no event shall any building be constructed on the easement or fee line of the U.S. Government.
6. All sanitary facilities must be constructed in accordance with the regulations of, and approved by, the Edmonson county Health Department.
7. No lot and or property shall be used as a dumping ground, and all garbage or trash of any kind must be burned, placed in the dumpsters or put in containers and removed from the subdivision. Only regular trash and waste items may be thrown into the neighborhood trash dumpsters. Disposal of heavy items (furniture, appliances, construction materials, etc.) is the responsibility of individual homeowners. An additional pickup for these heavy items may be provided by the Homeowners Association as deemed appropriate by the Homeowners Association Board.
8. Driveways may be constructed on either side of the lot depending on the terrain, but all approaches and driveways to lots must be so made as not to interfere with the drainage or maintenance of the main or ramp access roads.
9. With the exception of the existing mutually beneficial boat storage facility/business, there shall be no business or commercial enterprises of any kind carried on or established on any lot or lots within the subdivision or accessed from the Subdivision's roads.
10. No noxious or offensive conditions or activities shall be permitted or carried on upon any lot or property, whether it be individually owned or Subdivision property or Government owned or permitted property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or a violation of any Federal, State or county regulation or law affecting the use or occupancy of said property.
11. From and after the date of purchase of a lot or property, it shall be the duty of each lot or property owner to keep the lot or property and improvements in a condition which is not offensive to the other properties owners; where applicable, the grass on the lot must be cut to a length that is neat and presents no health risks to the surrounding property and, each lot or property owner shall keep the lot and/or property free from weeds and trash and keep it otherwise neat and attractive in appearance. Provided however, nothing herein shall prohibit the lot or property owner from maintaining the remainder of his/her lot or property in its natural habitat condition. Should any owner fail to do so, and after no less than thirty (30) days written notice to owner by the Homeowners Association, the Homeowners Association has the authority to take such action as it, in its sole discretion deems appropriate, including but not limited to mowing and trash removal, in order to make the lot and/or property neat and attractive, and the owner shall immediately upon demand reimburse the Homeowners Association or other performing party for all expenses incurred in so doing which charge shall constitute a lien upon the lot.
12. Lot or property owners, and their guests shall have the right of usage to that sector identified as "Access Area", but such use shall be subject to the regulations of the United States Government.
13. The purchasers of lots 1 through 37, inclusive, in this subdivision shall be bound by the provisions of the deed of easement conveyed by Noel Rich and Helen Rich, his wife, to the United States Government, by easement dated May 29, 1961 and recorded in Deed Book 60, Page 157, in the office of the County court Clerk of Edmonson county, Kentucky.

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14. The streets and roads within the boundary of this subdivision are private property owned by the lot or property owners and the Homeowners Association, and Maynard Drive which runs from the County Road to this subdivision is the property of the Homeowners Association, and are to be used by the said parties and their guests, and cannot be used by anyone else for any purpose without the express written consent of the Homeowners Association.

15. No animals or livestock, other than ordinary household pets, and no animals of any description which constitute a nuisance or threat or danger to persons or property shall be kept on any lot or property, nor shall animals of any description be kept for boarding, breeding or commercial purposes. Dogs and cats are not allowed to run freely in the subdivision. Each homeowner is responsible to ensure that pets do not create a noise disturbance to the neighborhood or constitutes a nuisance or threat chasing after people or vehicles.

16. Each lot and property owner shall, at the owner's sole cost and expense, keep the residence repaired, keeping the same in a condition comparable to the condition of the residence at the time of the initial construction, excepting only normal wear and tear.

17. No motorcycle, motor bike, motor scooter, mini-bike, all-terrain vehicle or other motor driven vehicle shall be operated on the roads in such a manner as to cause a nuisance or danger to persons or property, and the same shall be equipped with a lawful, suitable and sufficient muffler at all times. All Federal, State, County and local ordinances, as well as posted speed limits, shall be observed.

18. Each lot and property owner will not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property outside the subdivision. Purchasers agree that the roads may be used for present and future construction traffic and equipment.

19. The Homeowners Association will collect Homeowners Association assessments for the main purpose of operating expense, general maintenance of the subdivision's roads and common grounds. The Board of Directors of the Homeowners Association shall be responsible to manage all funds generated by said dues consistent with the approved annual Homeowners Association budget and the By-Laws of the Cub Run Waterview Subdivision Homeowners Association.

20. It is understood and agreed that all non-exempted lots and as shown on the Plat of Cub Run Waterview Subdivision recorded in Book 63 Page 90 in the office of the Clerk aforesaid, shall be assessed annual dues by the Homeowners Association Board of Directors for Homeowners Association operating expenses. The Homeowners Association annual budget and assessment is to be determined by the Board and approved by the majority vote (51%) of the Homeowners Association members attending the Annual Meeting. The foregoing annual dues shall constitute a lien upon each lot until paid, however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien and the Board does hereby subordinate same. The annual Homeowners Association assessment shall be due and payable by March 31 of each year and prorated based on date of lot purchase. All costs of collection or enforcement of this provision shall be reimbursed to the Homeowners Association by the delinquent property owner.

21. The Homeowners Association, the same as any lot or property owner, shall have the authority to enforce any one or all of these Restrictions including the right to take such legal action as in its sole discretion deems necessary. The costs incurred by the Homeowners Association including but not limited to Court Costs, attorney fees and any other expense in the enforcement of these Restrictions shall be paid by the person(s) in violation.

22. These restrictions shall be in force for twenty years and shall be automatically extended for successive periods of ten years each, unless after thirty (30) days written notice to each lot owner, an instrument(s) signed

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by no less than fifty-one (51%) percent of the members in good standing of the Homeowners Association express their desire to change, amend, abolish or alter any one or all of them.

23. These restrictions shall be binding upon all owners of lots and property in this subdivision, their heirs or assigns, and the Homeowners Association reserves herein the right to promulgate any additional rules and regulations it may deem to be in the best interest of this subdivision.

WHEREAS, the foregoing Declaration of Restrictions has been duly approved in accordance with the Declaration of Restrictions.

CUB RUN WATERVIEW SUBDIVISION

BY: [Signature]
President Cub Run Waterview
Subdivision Homeowners Association

State of Kentucky)
County of JEFFERSON

The foregoing Declaration of Restrictions was acknowledged and sworn to before me this 31st day of January, 2013 by Dont. Basham as President of Cub Run Waterview Subdivision Homeowners Association and was acknowledged and delivered by him to be his act and deed and the act and deed of said Cub Run Waterview Subdivision Homeowners Association.

My Commission expires: July 24 2015

[Signature]
Notary Public, State at Large, KY

SECRETARY CERTIFICATION

The undersigned MICHELLE CORNWELL states that he/she is the duly elected Secretary of the Cub Run Waterview Subdivision Homeowners Association and he/she certifies that no less than fifty-one (51%) percent of the members, in good standing, of the Homeowners Association approved in writing the foregoing Declaration of Restrictions.

The undersigned Secretary further certifies that the written instrument(s) signed by each Lot and property owner who voted for the Declaration of Restrictions are on file with the Secretary of the Homeowners Association.

[Signature]
Secretary

This instrument prepared by:

[Signature]
James F. Steinfeld
Attorney at Law
802 Stone Creek Pkwy. Ste 7
Louisville, KY 40223

STATE OF KENTUCKY }
EDMONSON COUNTY

SCT. AMOUNT PAID 17.00

I, Butch Carroll, Clerk of Edmonson County Court, do certify that the foregoing instrument was this 9 of Oct at 329 lodged to be and is, with this and foregoing certificate duly recorded in my office. Given under my hand this 9 day of Oct 20 13

EDMONSON COUNTY
RECORDED IN BOOK
25 PAGE 331

BUTCH CARROLL, CLERK

BY [Signature] D.C.

FILE FOR RECORD
2013 OCT -9 PM 3:29
LARRY E. CARROLL
EDMONSON CO. CLERK
BY [Signature] D.C.