

DECLARATIONS OF RESTRICTIONS, COVENANTS, EASEMENTS,
and BUILDING SET-BACK LINES for
WOLF CREEK LANDING

This Declaration of Restrictions, Covenants, Easements, and Building Set-Back lines for Wolf Creek Landing is made and entered on April 16, 2021, by KY Lake Land LLC, a Kentucky Limited Liability Company, with principal office address of 340 Washington Commons Drive Mt Washington, KY 40047, hereinafter collectively referred to as the Developer.

1. Each lot shall be known and described as a one-family residential lot and is restricted for residential use only and shall not be used for any commercial business or other purpose. Only one residence per lot is permitted and the necessary garage or storage buildings.
2. Wherever the term "lot" is used in these restrictions, covenants, easements and set-back lines, the same shall mean the parcel designated as a certain lot or any portion thereof conveyed to the respective lot owner. If a lot and a portion of another lot has been conveyed, the entire parcel shall be considered a lot.
3. No lot may be subdivided.
4. No roadways or thoroughfares shall be constructed through any lot, except with written permission of the Developer.
5. All construction of dwellings or other structures and all yard work shall be completed within two (2) years from the date of commencement of construction.
6. No dwelling, garage, or storage building shall have plywood or cement block exteriors.
7. The dwelling constructed or placed upon a lot; shall be set back a minimum of 20 feet from the street right of way; 10 feet from the rear property line and 10 feet from each side property line.
8. No single wide mobile homes shall be permitted. Modular homes or doublewide homes may be placed upon a lot for use as a dwelling, but must not be older than 8 years at the time of placement. Owner must provide copy of title as evidence of age to Developer and receive Developer's approval before placing any home on lot.
All modular or doublewide homes must be underpinned; must have a front porch no smaller than 8 ft x 8 ft; and have permanent front and rear steps.
Travel trailers, recreational vehicles, and portable structures are allowed for seasonal use only, but not for permanent occupancy. Travel trailers must not be older than 15 years at the time of placement. No more than a total of two of any combination of these items per lot.
9. No used existing home or structure may be placed upon any lot.

10. Respective lot owners are responsible for determining the location of their lot lines and the set back lines for their lots prior to placement of a dwelling, garage, or storage building to insure that a violation of the set back lines does not occur.
11. It shall be the responsibility of each lot owner to see that their driveway is covered with gravel prior to the commencement of excavation or footers being dug or poured for construction or placement of a dwelling, garage, or storage building and to install silt fences, if needed, so as to prevent mud drainage from entering the roadway from their lot.
Each lot owner is responsible for cleaning the roadway in front of their lot of mud or other debris during construction or placement of a home, garage, or storage building; and yard work or excavation.
12. Each lot owner is financially responsible for any damages caused to the roadway during construction of their respective dwelling, the placement of a home and/or garage or storage building onto their lot, whether the damage is caused by them personally or someone providing services for them.
13. All sanitary sewage and plumbing facilities shall be in conformity with the Kentucky State Health Department's Regulations, and any additions, revisions or amendments thereto.
14. Electrical in-house services may only be connected as determined by the utility provider.
15. Each lot is expressly restricted to underground telephone, television, and electric service. No additional poles may be set, except as required for service mains by the utility provider, without first notifying Developer. Each lot owner is responsible for the underground application and installation from the roadway and/or service pole, as applicable, to their dwelling.
16. There is reserved and granted herein a right of way for utilities to be constructed, installed, placed and/or maintained on and above each lot, which utilities shall not be restrictive to serving only the property hereinabove described.
17. Any structure damaged by fire, windstorm, or other casualty shall be repaired and restored to its original state or better, within ninety (90) days from the date of such occurrence. If said dwelling cannot be so repaired or restored, then all necessary steps must be taken to remove the damaged structure from the lot within said time limit.
18. All fences shall be constructed of commercial materials intended for the purpose of fencing or shall be made of wood and shall be kept in good repair.
19. No junk automobiles, trucks, buses, boats, campers, or other vehicles which are unroadworthy or inoperable shall be kept on any lot. There shall be no assembly, disassembly, or repairs of/to motor vehicles, boats, or other vehicles unless such work is performed inside a garage. There shall be no junkyards.
20. No noxious or offensive conditions, nuisances, illegal activity, unclean, unhealthy, unsightly, or unkempt conditions (including trash) shall be permitted on any lot.
21. There shall be no overnight parking on street right of way.

22. All lots shall be kept mowed and in clean and orderly condition. All unimproved lots shall be mowed by May 31 and September 30 to a reasonable height. If lots are not kept mowed and maintained, Developer may mow and/or clean the lot and submit a bill to owner, which shall be paid in a timely manner.
23. Doghouses must be kept to the rear of the dwelling and shall not be placed closer than 25 feet to adjoining lot lines or street right of ways. There shall be no dog kennels. For the purpose of this restriction, three (3) or more dogs constitute a kennel. Dogs shall be kept on a leash or within a fenced area.
24. No animals, livestock, swine, or poultry of any kind shall be raised, bred, kept, or permitted on any lot, except that no more than two (2) dogs, cats, or other usual household pets are permitted.
25. If mail boxes are installed by any lot owner, the said home owner shall first contact the U.S. Postal Service to determine where said box shall be located. The installation of said mail boxes shall be pursuant to all rules, regulations, and directives of the U.S. Postal Service.
26. These restrictions, covenants, easements, and building setback lines shall be deemed as covenants running with the land and shall be binding upon all lot owners, their respective heirs, assigns, and successive owners in title.
27. Invalidation of any one of these restrictions or covenants, by judgement or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.
28. If any lot owner requests a variance from these restrictions, covenants, and set back lines, the lot owner must present a written request to Developer. Developer has the right to allow the variance, so long as it does not cause a negative effect on the other lot owners. Developer also has the right to deny the variance, as Developer may deem appropriate.
29. If the owners of any lot shall violate or attempt to violate any of the restrictions, covenants, and/or set back lines herein stated, then each and every person owning a lot in Cave Springs Landing shall have the right to protest, and if necessary, is legally empowered to bring any action or prosecute any proceeding against the person or persons so violating, or attempting to violate any such restriction, covenant, and/or set back line and either to prevent them from doing so, or to recover damages or may seek such other remedies as may be available.
30. In the event any front, rear, or side set back line shown on the plat is inadvertently violated, the Developer may, in its discretion, waive such violation without the necessity of obtaining the approval of all lot owners in said subdivision. In the event of death, incompetence, or inability of Developer to waive same, the violation may be waived by the lot owners whose property fronts on the same street and whose side lines adjoin the property in question.

All references herein are to the Russell County Clerk's Office, Kentucky.

KY LAKE LAND LLC

BY: Chris Coffman, member

CHRIS COFFMAN, MEMBER

The foregoing Declaration of Restrictions, Covenants, Easements, and Building Set-Back lines was signed, acknowledged, and sworn before me on this 16th day of April, 2021, by Chris Coffman, member of KY Lake Land LLC.

Jennifer L. Thomas
Notary Public, State-At-Large, Kentucky

My commission expires: 3-16-2022

