

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

Recorded at Breckinridge Cty. Courthouse Deed Book _____ Page _____
--

SECTION A – PROPERTY SUBJECT TO DECLARATION OF RESTRICTIONS

This Deed of Declaration of Restrictions is being entered into this 6th day of August, 2013 by Partners & Pro's of America, LLC, Charles A. Corbett and Catherine C. Corbett, Members, hereby known as the assigned Developers/Grantors of the Subdivision now known as 'Patriot Shores'. The Plat of said Subdivision has been recorded in the Office of the Breckinridge County Clerk, Hardinsburg, KY, 40143.

The restrictions recorded herein shall be recorded with the Deed and shall carry forward to all future heirs, assigns and owners of any lot designated within Patriot Shores. The name of this development, and any roads herein, hereafter to remain the same. In the event of a conflict between the recorded plat and these written Restrictions, these written Restrictions shall govern.

Patriot Shores is a subdivision designed and developed to allow homeowners the finest in lakefront living and to protect their investment for years to come. The lakefront and lake view lots are situated and proportioned to enjoy the natural beauty of the Rough River shoreline and also the numerous rock formations and hardwood trees located throughout. In general, the structures built on lots within "Patriot Shores" must be of high quality construction using exterior material colors that blend well with the setting. The homes, yards, and easements must be maintained neat in appearance and activities within the subdivision must not interfere with the serene nature of the development or disrupt the enjoyment of other homeowners.

SECTION B – GENERAL PUPOSE OF RESTRICTIONS

The restrictions for property development, construction and use contained herein are intended to ensure a clean, quiet, and comfortable lifestyle where the homes compliment the natural surroundings and each resident's respect for property and privacy is both rendered and received. Compliance with these restrictions will promote stability of the development and help ensure the long term value of the home sites.

The following restrictions have been recorded as a part of each deed by the subdivision owners (hereafter referred to as Grantors) and shall be binding upon all first time and future purchasers and owners of property in "Patriot Shores" (hereafter referred to as Grantee/s), including his, her or their heirs and assigns.

*Deed of Declaration of Restrictions for
Patriot Shores
 A Waterfront Development on the Shores of Rough River
 Revised 8/06/13*

SECTION C - LAND AND FUTURE DEVELOPMENT RESTRICTIONS:

1. One single family home, garage and/or tool shed per home site. (Purchase of multiple lots for one home site does not increase these numbers.)
2. No sub-dividing of any surveyed lot or platted parcel will be allowed unless approved by the Grantors.
3. No clear cut of any lot or platted parcel. Removal of undamaged hardwoods from any one tract or lot must be discussed with the developer prior to removal. Developer reserves the right to disallow requests for removal of an excessive number of hardwoods to protect the natural look and feel of the property. This restriction does not prohibit property owners from clearing a small number of trees to "open up the view" around a home site.
4. No property owner shall develop or further improve their property in any manner that creates a problem for adjoining property owners, access road or common areas. The Grantor(s) reserve the right to notify property owners if such conditions arise and require a remedy for the condition.
5. Undeveloped lots/tracts adjoining the Patriot Shores Development will be allowed unimpeded use of Patriot Shores Ln. Additional road construction with access to Patriot Shores Ln. will be necessary and must be approved by Grantors.

SECTION D - LAWNS/LANDSCAPING/MAINTENANCE

1. Each lot shall be subject to an improvement and maintenance assessment (property owner's fee) to be paid by the property owners (Grantee(s)) to the developers (Grantors) or once initiated, the homeowner's association in the amount of \$300 per annum, per lot, payable by January 31st of each year, beginning the January following the year of purchase. This assessment amount may be altered (increased or reduced) as needed to provide for maintenance of the infrastructure and common areas, as long as a simple majority of the property owners support the change. Unsold lots belonging to the Grantors are exempt from this fee.
2. Lot owners are required to maintain their land, including mowing and weeding during the regular growing season, removal of lawn refuse and overgrown brushes/weeds and removal of excessive leaf buildup in the fall/winter. If lot owners do not perform regular lawn maintenance as required, the Grantors reserve the right to have it done and bill the lot owners for the service.
3. Lot owners shall maintain the utility easements and right-of-ways adjoining their land, including routine mowing, trimming and removal of debris.

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

4. Property owners shall keep their lots and buildings neat in appearance and in a good state of repair with no obvious material defects or damages. Visible defects or damage will be repaired within 30 days. No lot shall be used for dumping.
5. Waste and extraneous materials or debris will not be allowed to accumulate. Household waste shall not accumulate and may not be disposed of on any lot either through burning or burial. Commercial garbage collection or private disposal off site will be required of all lot owners. Any rubbish or debris not removed after 30 days will result in the Grantors providing for the removal at the expense of the property owner. Interest on any unpaid reimbursement shall accrue at 1.5% per month.
6. Outdoor lighting shall be limited to fixtures attached to homes and garages and low voltage landscape lighting should be used to preclude excessive "light pollution".
7. Outdoor activities producing significant noise (i.e. leaf blowers, mowers, chain saws, etc.) should be limited to the hours between 10:00 am to 8:00 pm.

SECTION E - UTILITIES/EASEMENTS & GOVT. FEE LINES

1. To improve the aesthetics of the development, all electric, cable, telephone, etc. service lines shall be run underground from the access road to the home site.
2. Natural gas storage tanks (LP tanks) must be buried or obscured from view using a fence, landscaping or structure that architecturally compliments the construction of the primary residence.
3. TV antennas, Satellite Dishes or other signal augmentation devices must be installed with minimal impact on the exterior appeal of the home. Tower-type antennas are prohibited.
4. The Grantor(s) have placed 40 ft utility/access road easements through the development for the construction and perpetual maintenance of roads and utilities. The utility easement shall not extend more than 10 ft behind any lot line. The 20 ft. driving surface of the road shall not extend behind any property line. The easement includes, but is not limited to the right to trim trees, dig up bushes or plantings, or remove any other objects that may interfere with the maintenance of these access roads/utilities, or hinder ingress or egress from or across said premises for maintenance/construction purposes.
5. Property owners agree to perpetually allow for unimpeded drainage along the perimeter of all lots.

*Deed of Declaration of Restrictions for
Patriot Shores
 A Waterfront Development on the Shores of Rough River
 Revised 8/06/13*

6. All waterfront lots are subject to any U.S. Army Corps of Engineers (COE) easements or fee lines ("Red Lines") and any rules or regulations or shoreline management restrictions impacting lake property in "Patriot Shores" as set forth by the U. S. Government or any other government body. Property owners agree to allow COE personnel access across their property for official purposes. A copy of the COE Shoreline Management Plan (rules and regulations) can be obtained at the COE Office on Hwy. 79, Falls of Rough Road, across from the Rough River Dam State Resort Park.
7. Grantor(s) reserve the right to manage the shoreline and waterfront in accordance with the approved US Army Corps of Engineers Shoreline Management Plan.
8. Common areas, access paths and easements to the waterfront shall be created/designated **only** by the Grantors. These areas are designated to allow residents within Patriot Shores access to the group dock areas adjoining the Government Fee Line ("red line"). Each lot will be assigned a specific legal access to a group dock location. These common areas and group dock accesses are reserved for lot owners in Patriot Shores ONLY. Lot owners using these easements shall not create a disturbance and will ensure the area is left in as good or better condition than found.

Three designated group dock access areas are assigned for specific lots as shown below and are the only legal access points for dock owners. Changes to these assignments must be approved by Grantors.

- Dock Access #1 Assigned to Patriot Shores Lots 1 – 12.
 Dock Access #2 Assigned to Patriots Shores Lots 25 – 36
 Dock Access #3 Assigned to Patriot Shores Lots 13-24

SECTION F - HOME & BUILDING RESTRICTIONS / FEES

1. Construction of homes and unattached structures shall be accomplished by builders/contractors approved by the Grantor or the Patriot Shores Homeowners Association. This restriction will allow for the selection of builders that are willing and able to meet the restrictions set forth in this document. Grantors (or the Homeowners Association if applicable) will maintain a list of approved builders/contractors. Property Owners shall ensure that contractors hired are aware of and adhere to these restrictions. Property Owners will be responsible for any damage done to adjoining land, common property, and Patriot Shores Ln caused by their contractors. Correction of damages shall be accomplished within 30 days at the property owners expense. Any damages left uncorrected after 30 days may be accomplished by the Grantor or the functioning Homeowners Association and billed to the property owner. A \$1000 non-refundable impact fee and a refundable damage deposit of an additional \$500 must be paid to the Grantor(s) or the property owners association prior to commencement of construction of a residence or other building/improvement requiring use of heavy equipment. Refund of all or part of the \$500 damage deposit will be at the discretion of the Grantors commensurate with any damage caused.

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

2. Concrete trucks are limited to 6 cubic yards per load to preclude excessive road damage.
3. Design plans, sketches, blueprints and/or renderings, shall be approved in writing by the Grantors (or their designated agents) prior to commencement of any construction or improvement. Any residence, garage, structure or other improvement(s) erected without this prior written approval may be required to be removed at the expense of the Grantee.
4. Homes must be setback a minimum of 10 feet from all property lines. This excludes driveways, parking areas, retaining walls, fences, and landscaping.
5. Construction of the primary residence must be done prior to construction of any unattached garage or storage shed.
6. Once construction of a building has begun, it must be completed within one year.
7. The construction of a basement for temporary living purposes (without a finished dwelling) is not permitted.
8. All homes or cabins must have a continuous foundation and be constructed of new or like-new materials.
9. The exterior construction of structures (including garages) shall be constructed to conform to the following:
 - a. manufactured log, cedar, stone, brick, wood grain vinyl, wood or a low-maintenance material that appears like wood from a short distance (approximately 30 ft.)
 - b. natural colors/hues that blend with the environment.
 - c. No rolled siding, metal siding or concrete blocks shall be used to finish the exterior of a structure.
 - d. foundations must be made of concrete block or poured concrete, exposed foundations must be covered or treated – exposed sections of concrete blocks shall be split faced, stuccoed, rough-edged or architectural cut.
10. Roofing materials shall be limited to traditional asphalt/fiberglass dimensional shingle or 20 yr color warranted metal or greater. No rolled roofing materials will be allowed. Other roofing materials may be approved by Grantors.
11. Unattached structures (i.e. garages, workshops, etc.) must be designed and constructed to look like the home they are associated with. No metal sided garages or workshops will be allowed.
12. Any selection of exterior building materials not clearly addressed in this item must be approved in writing by the Grantors prior to use. Grantors shall not be liable for any expenses incurred by Grantee(s) for removal of materials due to a violation of this item.

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

13. All residences on lots within Patriot Shores shall have 864 sq. ft minimum main floor, excluding porches, carports, and garages. No structure exceeding two stories (excluding basement) is allowed within the development.
14. If two lots are combined for the purposes of one single family residence, the 10 ft setback shall apply to the most exterior side boundaries.
15. One single family dwelling and one garage (attached or unattached) is allowed per lot. Garages may have an attached living quarter or screen room as long as the foundation is continuous.
16. All home structures must be site-built. Panelized industrial built wall assemblies are allowed. Grantee(s) purchasing more than one lot may not erect more than one garage per single family residence.
17. Each driveway must have a culvert/drain tile installed at the entrance from the main access road where necessary to allow road drainage. All driveways shall be constructed of concrete, asphalt, blacktop, brick or compacted aggregate. All driveways shall be maintained erosion free. Lot owners shall, immediately following the completion of construction of their residence/structure, return or repair the damage to common areas or roadways to their original condition.
18. All septic and plumbing will comply with Breckinridge County Health Department regulations, as a minimum. Absolutely NO outside toilet facilities.
19. Before any property is occupied, the owner shall have in operation, sanitary sewer and septic facilities conforming to the requirements of the county health department.
20. All non-home buildings will be constructed for weather tightness and closure allowing items stored in these buildings to be kept from public view. Open sided buildings (less than four enclosed walls) are not permitted.

SECTION G – MISC. OTHER PROHIBITED ITEMS & CONDITIONS

1. No hunting, trapping, discharge of firearms or cleaning of any animals from such activities is allowed within Patriots Shores. Fishing and cleaning of fish from a personal catch is allowed. However, no outdoor fish houses will be permitted for the purposes of cleaning or storing fish or fish bait.
2. Use of ATV's/ motorized carts is allowed within the development. However, the operation of these motorized vehicles will not be allowed to become a safety hazard, menace, noise nuisance, or used for trespassing onto Government property or property owned by others in the development. All motorized equipment must be quietly muffled

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

so as not to exceed 20db sound level at property lines and are limited to 10 mph speed. ATV/motorized cart use is also subject to law enforcement by Breckinridge County.

3. No private sign that exceeds 18" x 24" in size, of any nature, shall be erected upon any lot or parcel in the subdivision by anyone other than the Grantor. These signs shall be limited to showing owner name or address, unless otherwise approved by the Grantors.
4. None of the following shall be allowed at Patriot Shores, in any circumstance:
 - a. Mobile homes
 - b. Modular homes
 - c. Recreational Vehicles (RVs), campers, tents used for temporary living quarters (either prior to or during construction.) RVs, campers or tents used by visiting family or friends after a residence is constructed may be allowed as long as duration does not exceed 7 days. Said vehicles shall be parked to the side or rear of the residence.
 - d. Chain link fence of any kind
 - e. Outdoor kennels doghouses, igloos, etc.
5. No outdoor kennels of any kind will be allowed (either personal or commercial). No animals other than ordinary household pets allowed (dogs, cats, birds, etc.). When outdoors, household pets must be accompanied by owners or retained on the owner's property by invisible fencing or extraordinary obedience training. No nuisance pets (i.e. incessant barking, feral cats, etc.) No outside dog houses, huts or igloos. No pets will be allowed to pose a public nuisance (raiding garbage, barking overnight, chasing bikes, cars or walkers, roaming alone or frightening residents, etc.)
6. No commercial activity shall be performed from a residence within this development and no lot within Patriot Shores shall be used for commercial purposes. Home offices which adhere to the following are excepted from this provision:
 - a. Does not cause the exterior of the property to be distinguished from any other within the development.
 - b. Under usual circumstances, does not cause more than one party to be at the property at any one time.
 - c. Is not advertised using signs, banners or posted notifications within the development or on the property.
 - d. The home office is part of the primary structure.
7. Commercial activity that creates excessive noise, traffic, or results in a public nuisance will be stopped by the Grantor or HOA without liability to other homeowners or the Grantors.
8. Vehicles or boats shall not be parked habitually or permanently along any community access road or passageways. No abandoned junk vehicles, boats, trailers or unused

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

materials will be permitted at any time. In the event that any lot owner permits the foregoing to exist, the Grantors, or their successors, agents or heirs shall have the right to correct the same at the owner's expense and shall have a lien against said property until these expenses are recovered.

9. Grantor(s) or the Home Owners Association may levy fines of \$100 per violation occurrence, in addition to recovery of legal costs and costs of any applied remedy, for property owners who violate or fail to comply with any of these restrictions. Multiple or repeat offenses by a homeowner may be addressed by escalation of these fines with pursuant liens against the property owned to preclude violators from becoming a source of conflict within the development. These fines will be used to remedy or repair violations and to maintain the development. Small claims court shall be the appropriate venue for judgments and recovery of fines and related costs. Interest on any unpaid fine/assessment/fee shall accrue at 1.5% per month.

SECTION H – DEVELOPER/HOA RIGHTS & RESPONSIBILITIES

1. The (Grantor(s)) reserve the right to subject additional real property owned by them, within the development, to these covenants and restrictions, by appropriate reference within a future filing of this document.
2. Property owners within Patriot Shores agree that any real estate agencies chosen to list and sell properties within the development must be members of the Multiple Listing Service and belong to a regional or local Real Estate Board (i.e. Owensboro and Greater Louisville Board of Realtors.) Homeowners may also choose to represent their own properties and offer them "For Sale by Owner." Placement of signs advertising homes for sale within the development will be kept to one sign per property, placed at or near the top of the driveway. Signs placed which violate these restriction will be removed and disposed.
3. In the event that any local or state government body assumes responsibility for the maintenance of the road within "Patriot Shores" subdivision, the \$300 annual assessment noted above may be reduced, or the home owners can agree to continue with the assessment, using the funds to improve the common areas and the subdivision. All property owners shall grant the required easement to the government body that assumes responsibility for the road.
4. The developer reserves the right to construct upon and maintain any lots which are still owned by the developer, and to post signage on any lots necessary to further the development, so long as developer owns any lots herein.
5. The developers also retain the right to alter any surveyed property lines on unsold lots or undeveloped tracts. Any alteration shall not affect the boundaries of previously sold property within the development without the request or concurrence of the property owner(s).

*Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13*

6. All owners of lots within Patriot Shores subdivision are subject to the terms of this declaration of restrictions, and by the acceptance and conveyance of a deed for ownership of property within this development, agree to accept and fully abide by these terms, accept membership in any future property owners association (if any is formed) and to abide by format law and bi-laws, and to pay the assessments and/or fees named above and provided for when levied.
7. Partners & Pro's of America, LLC, Charles A. Corbett and Catherine C. Corbett as the developers and Grantors of this property, shall have no liability, now or in the future, for any accident, injury or death that results from the traverse, purchase and/or use of this property or the common areas. Trespassers, visitors, or residents who violate these restrictions shall be responsible for all costs associated with recovery from the violation and the Grantors shall not be held liable for actions taken to enforce these restrictions.
8. After all lots are sold in Patriot Shores subdivision, or at time when the Grantors feel the homeowners can function effectively as a group, with written permission from the Grantors, their successors, heirs or agents, the property owners may form a property owners association (The Association) and assume responsibility for the enforcement of these restrictions. At this time the Grantors/Developers will be relieved of any and all liability/responsibility for Patriot Shores subdivision. From that point forward, The Association will also assume the responsibility for the maintenance of roads, common areas and structures, and will arrange for continuation of said maintenance in such a manner as to preserve or improve upon the standard of care provided by the Grantors. At this time The Association may also, with the written approval of the Grantors, their successors, heirs or agents, take over the authority to revise these restrictions, including the responsibility for recording the new restrictions at the Breckinridge County Courthouse.
9. Any legal fees, fines and associated costs incurred for enforcement of these restrictions including fines levied and restoration of damage may result in a lien being filed against the property and interest accrual at a rate of 1.5% per month on the unpaid balance. The Grantor(s) and future Home Owners Association, reserve the right to pursue escalation of collection activity up to and including small claims court, civil action and/or the forced sale of the property, to recover expenses due from property owners.

SECTION I – AMENDMENT AND ADDITION TO COVENANTS & RESTRICTIONS

1. The developers (Grantors) reserve the right to amend or modify any of these restrictions without prior notice to, or permission from any individual lot owner. This right would be used only to enhance or improve the development. This restriction does not apply to the \$300 Assesment listed in D.1, where a simple majority vote is required.
2. The invalidation of any one or more of these covenants and restrictions, or any part thereof, by judgment and or order of any court, shall not affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect herein, as provided.

Deed of Declaration of Restrictions for
Patriot Shores
A Waterfront Development on the Shores of Rough River
Revised 8/06/13

Charles A. Corbett 8/6/13
Charles A. Corbett, Member Date

Catherine C. Corbett 8/6/13
Catherine C. Corbett, Member Date

STATE OF KENTUCKY

COUNTY OF BRECKINRIDGE..... SS

The foregoing Deed of Declaration of Restrictions for Patriots Shores Development was acknowledged and sworn to before me this 6th day of August, 2013 by Partners & Pro's of America, LLC, a Limited Liability Company, by Charles A. Corbett and Catherine C. Corbett, Members (Grantors)

My Commission Expires: Oct. 11, 2013

Robin Horn
NOTARY PUBLIC
BRECKINRIDGE COUNTY, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

Charles A. Corbett 08/06/2013
Charles A. Corbett



2013004662
BRECKINRIDGE CO, KY FEE \$34.00
PRESENTED / LODGED: 08-08-2013 12:01 PM
RECORDED: 08-08-2013
JILL IRWIN
CLERK
BY JARED BUTLER
DEPUTY CLERK