

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

CABIN CREEK FARMS

WHEREAS, DGS DEVELOPMENT, LTD., a Kentucky Limited Partnership, is the owner and developer of Cabin Creek Farms by Deed recorded in Deed Book 208, Page 524, of the Lewis County Clerk's office at Vanceburg, Kentucky; and

WHEREAS, said subdivision is being developed on a plan, varying in details, according to the location and conditions of several and individual tracts as set out on the plat recorded in Plat Book 4, Page 26 of the Lewis County Clerk's records at Vanceburg, Kentucky and according to the needs of the development as a whole; and

WHEREAS, the development of the tracts are being framed with a view to making the development attractive and desirable.

NOW, THEREFORE, DGS DEVELOPMENT, LTD., a Kentucky Limited Partnership, does hereby establish the following Protective Covenants and Restrictions for Cabin Creek Farms, which shall run with the land and be a charge thereon, against the present owners, their heirs, successors and assigns forever, and all future owners thereof.

1. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any parcel is strictly prohibited.
2. The open storage of any vehicle(s) which is (are) abandoned, non-functional, in a state of disrepair, or lacking a valid license on any portion of any parcel is strictly prohibited (unless the vehicle is stored in a completely enclosed building).
3. No noxious or offensive activity or condition shall be carried on upon any portion of any parcel, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
4. No temporary dwellings or shelters of kind are permitted on any portion of any parcel.
5. No dwelling shall be occupied prior to completion. If a mobile home is a residence, it must have skirting in place prior to occupancy.
6. No accessory building or outbuilding shall be placed in the "front yard depth" of any parcel; nor shall any accessory building or outbuilding be placed nearer than thirty feet (30') to side or rear parcel lines. Any accessory building or outbuilding pre-existing the placement or construction of a residence, then said residence may be placed anywhere (respecting setback requirements) deemed reasonable. *Note: The "front yard depth" shall be defined as the area extending the full width of the parcel measured between a line parallel to the front parcel line and the foremost point of any residence excluding steps and unenclosed porches.*
7. Only one (1) mobile home (whether said mobile home is a single wide or double wide mobile home) may be placed on a parcel; and said mobile home may only be placed on an original (never resubdivided) parcel. If any parcel in said subdivision is resubdivided, each resulting parcel shall be used for the construction of a conventional single-family dwelling and no mobile home shall be placed on any portion of any parcel resulting from a resubdivision. *Note: In a situation where a mobile home has been used as a residence and a conventional single-family dwelling is constructed on said parcel, the mobile home shall be removed within thirty (30) days of occupancy of the constructed residence.*

No single wide mobile home which is more than five (5) years old (from said time mobile home is being placed) shall be placed on a parcel eligible for placement of a mobile home and no double wide mobile home which is more than five (5) years old (from said time mobile home is being placed) shall be placed on a parcel eligible for placement of a mobile home.

8. When any other ordinance, rule, code or permit regulation imposes a greater restriction upon the buildings, structures or premises, uses or setback guidelines than the provisions of these Protective Covenants and Restrictions, then the provisions of said ordinance, rule, code or permit regulation shall govern. Conversely, when these Protective Covenants and Restrictions impose a greater restriction upon the buildings, structures or premises, uses or setback guidelines than any other ordinance, rule, code or permit regulation, then these Protective Covenants and Restrictions shall govern.
9. Means of enforcement of these restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant shall not be construed as a waiver thereof. Invalidation of any one (1) or more of these covenants shall have no effect on the other covenants and provisions contained herein. The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above-described property, any heir, executor, administrator or assign of any such person, or the grantor or the grantor's successors in interest or assigns.

IN WITNESS WHEREOF, DGS DEVELOPMENT, LTD., a Kentucky Limited Partnership, by and through SCHELL MANAGEMENT, INC., a Kentucky Corporation, its General Partner, by and through DARREL G. SCHELL, its President, this 25 day of JULY, 2005.

DGS DEVELOPMENT, LTD., A KENTUCKY LIMITED PARTNERSHIP