

## SASSY LAND RESTRICTIONS

Pleasure Lands, Inc., owner of certain real property which has been developed as a subdivision known as Sassy Land Subdivision, Section 2, hereby submits the following restrictions and covenants applicable to said property:

1. Each lot in the subdivision shall be used for single-family residential purposes only, except as set forth in #2 and #14 hereinbelow. No single lot will be resubdivided into smaller lots for the purposes of permitting the construction of more than one residential dwelling unit on said lot. However, one and one-half or more lots may be combined as the site of one single family residential dwelling unit. Lots 1A and 24 of Section 1 shall be set aside for recreational purposes for the use of members of the Sassy Land Home Owners Association.
2. No business, trade, commercial, or professional activity of any type, or noxious, or offensive hobby or activity will be permitted on any lot, or in any area of the subdivision. However, the developer may utilize a lot or lots in Section 2 for the developing and marketing of all stages of Sassy Land including but not limited to a mobile office or a replacement mobile office on said lot.
3. No sign, or other advertising media, shall be erected or maintained on any lot, except one professionally lettered sign erected by a builder, real estate broker or owner, advertising the residence and/or lot for sale or rent. Such signs shall not be larger than 2'x4' in size. The developer and his designated agents will not be prohibited from placing a sign at the entrance of the subdivision or for sale signs on any of the development property or a sign for sale and management office.
4. All lots subject to these restrictions, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Any fence must be pre-approved in writing by the developer, but the developer may delegate approvals to the Homeowners Association.
5. All residential dwelling units will be of new construction. All construction will be in compliance with all applicable building codes of the governmental agencies having jurisdiction at the time of construction.
6. All one story residential dwelling units will contain a minimum of 1400 square feet, and 1700 square feet if the dwelling is more than one story, including split level dwellings. The above footage areas shall be calculated exclusive of porches, garages, unfinished basements, attics, carports, patios, breezeways, or other appendages.
7. All dwelling units will be built according to the setback lines of each lot as set out on the plat of said sub-division.

8. All dwellings constructed must be completed within 12 months from the date the footer is installed.
9. No structure shall be constructed below the 381 ft. contour line and no floating docks, boat houses, etc., shall be constructed below the 381 ft. contour line without first submitting plans and specifications to the T.V.A. and receiving their approval of such plans.
10. Only 1 storage building and/or boat storage building will be allowed on each lot (exclusive of detached garages). All such buildings will be constructed with like materials and workmanship as the dwelling.
11. No above ground storage tanks for gasoline or any other liquid will be permitted; however, propane tanks will be allowed.
12. All septic tanks or sewage disposal systems must conform with and meet the requirements as set out by Marshall County Health Department.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No burning trash, garbage, and other waste shall be allowed on any lot; however, the burning of brush, limbs, trees, etc. will be allowed; however, the burning rules of the County and State must be strictly adhered to.
14. No trailer, mobile home, recreational vehicle, basement, tent or other type of outbuilding shall be used as a residence on any lot. However, lot owners will be permitted to use a recreational vehicle on their lot(s) for a total of not more than 30 days during any one calendar year. This shall be limited to 3 years after purchase of lot. A lot owner shall be permitted to reside above a detached garage for a period of one year prior to the start of his or her dwelling. (See #8 and #23)
15. No farm animals of any kind, including, but not limited to, horses, sheep, cattle, goats, fowls shall be permitted on any lot. Notwithstanding the above, household pets are permitted in the subdivision, provided that the owner of said pets does not permit them to become a common nuisance to the neighborhood. Dog kennels and/or pens will be permitted if they have a concrete floor and a septic tank. Plans and location of kennels must be pre-approved in writing by the developer, but the developer may delegate approvals to the Homeowners Association. No more than two dogs and/or cats shall be allowed to any one household.
16. As dictated by the U.S. Postal Service, all mailboxes will be positioned on the same side of the street. All mailboxes must match the existing mailboxes in the subdivision.
17. All lots sold must be maintained at all times regardless of whether or not improvements are being constructed or have been constructed on the lot.

18. No unsightly items such as junk cars, appliances or junk boats may be stored on any lot at any time. All automobiles, trucks, motorized vehicles, campers, motor homes, boat trailers, utility trailers and other such vehicles must be parked in driveways and not on the street.
19. No roadways or driveways on any lot may be used for the right of ingress or egress to adjoining land except by the developer or owner.
20. No permanently installed clothes line shall be erected on any lot in the subdivision.
21. No television and/or radio antenna or tower shall be erected on any lot in the subdivision. One satellite dish, not exceeding twenty four inches in diameter, will be allowed on each lot but must be attached to the dwelling.
22. All individual electrical or cablevision distribution facilities of any nature shall be placed underground. No overhead electrical or cablevision distribution facilities will be permitted in the subdivision, except main distribution lines from which individual electrical and/or cablevision services are supplied may be overhead.
23. No residential dwelling or other structure of any kind will be erected, or added to an existing structure, on any lot until the location and design has been approved in writing by the developer of said subdivision. Approval shall be obtained by submitting one copy of the proposed plans and specifications, together with a plot plan showing the proposed location of the improvements. Plans, specifications, and plot plans will be retained on file with the developers of said subdivision. If approval or disapproval is not given within thirty (30) days after receipt of the plans, specifications and plot plans by the developers, then approval shall be waived.
24. All driveways must be surfaced with concrete or asphalt within six months from completion of dwelling.
25. The subdivision layout as shown on the plat of record in Plat Cabinet C, Slide \_\_\_\_\_ and the restrictive covenants hereinabove stated, shall apply to all lots shown on the aforesaid plat. However, the developer reserves the right to make changes to the subdivision layout, but shall not increase the number of lots.
26. Any violation, or attempted violation of any of the foregoing restrictions, by any lot owner, can be the subject of any appropriate proceedings at law, or in equity, to be brought by the developer, the Homeowners Association, or any other lot owner(s) in the subdivision to enforce proper compliance with the said restriction(s). If any of these restrictions are declared void by any court of law, the remainder of these restrictions shall remain in full force and effect.
27. These restrictions shall be deemed covenants running with the land, and shall be binding upon the owners and developers of Sassy Land and any and all persons and parties, their heirs and assigns, claiming any

interest in the said subdivision by virtue of any conveyance from the owners and developers.

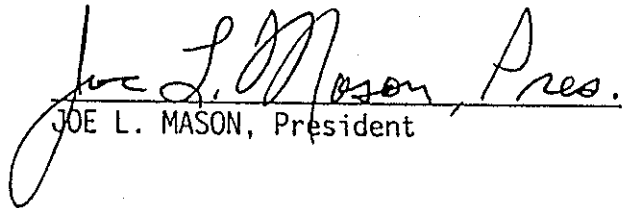
EASEMENTS

Perpetual easements are reserved along and within all lot lines in this subdivision for public utility and drainage purposes. The easements will be 10 feet in width along the front and 5 feet in width along the rear lot and also side lot lines. The easements shall include the rights of ingress and egress by the employees and agents of parties using said easement and shall permit the trimming and removal of shrubs, trees, or other vegetation which interfere or threaten to interfere with the operation of any utility within the easement. No permanent structure shall be permitted within the limits of these easements; however, if a person should purchase two lots and wishes to build in the center of said lots, the above mentioned easements will be waived.

We, as the owner and developer of Sassy Land bind ourselves, our heirs and our agents that said restrictive covenants and easements shall be incorporated into and made a part of each and every deed of conveyance executed by us in the sale of each and every lot, as shown on the aforesaid recorded plat of subdivision.

Dated this the 31<sup>st</sup> day of October, 2000, at Benton, Marshall County, Kentucky.

PLEASURE LANDS, INC.,  
OWNER and DEVELOPER

  
JOE L. MASON, President

COUNTY OF MARSHALL

STATE OF KENTUCKY, SCT

Subscribed, sworn to and acknowledged before me by JOE L. MASON, President of Pleasure Lands, Inc. on the 31<sup>st</sup> day of October, 2000.

My commission expires: 9-8-01

  
NOTARY PUBLIC

STATE OF KENTUCKY

SCT

COUNTY OF MARSHALL

Dated this the 31<sup>st</sup> day of October, 2000, at Benton, Marshall County, Kentucky.

PLEASURE LANDS, INC.,  
OWNER and DEVELOPER

Joe L. Mason, Pres.  
JOE L. MASON, President

COUNTY OF MARSHALL

STATE OF KENTUCKY, SCT

Subscribed, sworn to and acknowledged before me by JOE L. MASON, President of Pleasure Lands, Inc. on the 31<sup>st</sup> day of October, 2000.

My commission expires: 9-8-01

Eric Coats  
NOTARY PUBLIC

STATE OF KENTUCKY

SCT

COUNTY OF MARSHALL

I, Dan Duke, Clerk of the County Court of said County, do certify that the foregoing RESTRICTIONS  
was on the 31<sup>st</sup> day of OCT., 2000 lodged in my office for record

Whereupon the same, the foregoing and this certificate have been duly recorded in my office in \_\_\_\_\_

MISC. Book No. 78 page 328

Given under my hand this the 1<sup>st</sup> day of NOV., 2000

DAN DUKE, CLERK

BY Kristi Page D.C.