

PROTECTIVE COVENANTS FOR H. G. WHITNEY SUBDIVISION
ON BARREN RIVER RESERVOIR

"M" Lots are located on Manley Branch
"W" Lots are located on Walnut Creek

We, H. G. Whitney and wife, Annie P. Whitney, developers of H. G. Whitney Subdivision on Barren River Reservoir in Allen County, Kentucky, intending to establish a plan for the use, occupancy, and enjoyment of said subdivision, do hereby declare that, for the mutual benefit of its present and future owners, all lots in said subdivision as shown on plat recorded in Plat Book 1, Page 69, in said Clerk's Office, shall be subject to the following Restrictions:

1. All lots in said subdivision shall be used exclusively for single family, private dwelling house purposes and no such house shall be erected, placed or suffered to remain upon said lots which contains less than 750 square feet of living space on one or two floors; nor shall more than one dwelling house be erected, placed, or permitted to remain on any building lot or plot having an area of less than the area as shown on said recorded plat.
2. No lot as shown on the recorded plat shall be divided or re-divided, and each lot shall remain intact as platted.
3. No house trailers or mobile homes shall be erected, placed, or permitted to remain on any of said lots. The construction of any building shall not incorporate imitation brick or stone siding, and stucco or plywood exterior.
4. Due to the topography of the lots bordering Barren River Reservoir, it is impractical to impose certain setback requirements, and since the beauty and value of the lots will be greatly enhanced by considering that portion of the lots bordering or facing the lake as the front of the lot, therefore, each residence erected on each of said lots shall be built as to have the general appearance of the front of the dwelling facing the lake and the land between the lake and dwelling shall be considered as the front yard and wherever possible landscaped accordingly.
5. No barn, shed, shop, or other outbuilding shall be erected, placed or permitted to remain on the lots except private automobile garages.
6. No nuisance, advertising sign, billboard, or other advertising device shall be erected, placed, or permitted to remain on the premises nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of other lots or adjoining lands.
7. Access to said lots shall be limited to the roads shown on the plat of said subdivision, and said road shall be maintained by Allen County, Kentucky, when properly accepted by Allen Fiscal Court.
8. These covenants are to run with the land and be binding on all and enforceable by any of the present or future owners of the lots in said subdivision, provided, however, that the owners of a majority of the lots may amend the covenants consistent with the general plan of development; and the above covenants shall be incorporated by reference in every deed hereafter issued conveying any of the lots in said subdivision.
9. It shall be lawful for any person or persons owning any of said lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants herein set forth and to prevent them from so doing or recover damages for such violation or both.
10. Garbage disposal will be the responsibility of each lot owner, and garbage, trash and debris shall not be allowed to collect on the subdivision property or disposed of on adjoining H. G. Whitney Property.

11. The land developed by the undersigned into Whitney Subdivision is a part of the land conveyed to H. G. Whitney and wife, Annie P. Whitney, by deed from T. J. Hurt and wife, Mamie Hurt, on the 2nd day of May, 1925, and recorded in Deed Book 33, Page 290, Allen County Clerk's Office. Said lots are subject to a Flowage Easement in favor of the United States of America, Tract No. 4400, Deed Book 69, Page 19, in said Clerk's Office.

This 19 day of March, 1973.

H. G. Whitney
H. G. Whitney
Annie P. Whitney
Annie P. Whitney

COMMONWEALTH OF KENTUCKY)
COUNTY OF ALLEN)

Executed and acknowledged before me by H. G. Whitney and wife, Annie P. Whitney, to be their own free and voluntary act and deed, in due form of law.

Given under my hand and notarial seal, this 19 day of March, 1973.

Carrie B. Richards
Notary Public
My Commission Expires: August 2, 1973