

# CLIFFVIEW RESORT, LLC

900 Cliffview Road  
P.O. BOX 65  
Rogers, Kentucky, 41365  
USA

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## Cliffview Resort, LLC. Village Deed Restrictions and Guidelines :

It is the intent, purpose and desire of Cliffview Resort, LLC. to be of the highest possible quality and a credit to the community of which it is a part as well as a source of pride for its residents. To assure that this objective is obtained, development of the project and completion of the residence has been and will be done in a manner so as to minimize disturbance to the natural environment.

Accordingly, the intent and purpose of the restrictions of this development are to enhance the objective of high quality housing in a natural setting. Cliffview Resort Village, LLC. has reserved the right for the granting of variances relative to the restrictions contained hereon in order to be able to work with the individual property owners, to insure that these objectives are achieved within the development.

### The restrictions and guidelines are as follows:

- 1. Easements are reserved as may be required across lots and the property of Cliffview Resort Village. Generally, these are for the future development of the property or adjacent property for drainage and utilities and egress or maintenance of the same.
- 2. No roads or passway shall be allowed from adjacent property across or through a lot in the development. Roads and/or driveways to be constructed to an existing road shall be done so in a good and workmanlike manner and shall first be approved by 'the development'.
- 3. Housing to be developed shall be single family residential dwellings and shall not be less than 750 square feet of living space unless variance is granted by Cliffview Resort LLC.
- 4. No mobile homes or trailers shall be allowed upon any of the lots for residential purposes or otherwise.
- 5. Cliffview Resort LLC. reserves the right to approve house plans for housing to be constructed within the development and additionally reserves the right to approve detached buildings from that of the primary residence, including but not limited to detached garages or storage buildings. If construction of such buildings is approved, they are limited to the use of any used materials in that the used materials must be approved. All lot owners may only have one cabin per lot, excluding approved garages or outbuildings.
- 6. Any residence or other structure to be placed upon any lot within the development shall be located not closer than twenty (20) feet to an adjacent boundary line and not closer than thirty (30) feet to the right-of-way line of the main roads.



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- 7. The owner of any lot or lots within the development will at all times keep the premises neat and clean and any improvements situated thereon shall be kept in good repair. Lots within the development shall be maintained as to inhibit the growth of weeds and underbrush. The accumulation of refuse, trash, inoperable vehicles or anything else that would be of an unsightly nature is prohibited. If this is not complied with, the development may cause any lot to be cleaned and/or any repairs to the property to be made and shall be entitled to recover all costs, charges, expenses and fees incurred therewith from the lot owner with interest at 1.5% per month on the unpaid balance. The property owner shall alternatively at the election of the development be subject to a liquidated damage penalty of \$10.00 per day for the time period any violation concerned with this provision exists after receiving notice forwarded by the development to the lot owner.
- 8. All lot owners will at all times keep their pets contained to their own lots in a humane manner. All pets must be leashed while off the lot owner's property.
- 9. No large trucks or commercial vehicles shall be parked or allowed to remain within the development other than while engaged in the delivery of materials during periods of construction, and shall in any event not exceed a weight limit of twelve (12) tons. Also, no motor vehicles shall be allowed to park upon the right-of-way of any street within the development in such a manner as to obstruct the reasonable flow of traffic or in any manner otherwise that might create a hazardous condition.
- 10. The elevation of surface grade of lots within the development shall not be changed to such an extent as to materially affect any adjacent property. Natural water drainage shall not be diverted in such a manner as to materially affect any adjacent property.
- 11. Any floating or permanent docks to be constructed at water's edge or upon the water in front of any lake lot shall first be subject to approval of Cliffview Resort LLC. Village and Cliffview Resort Village water district.
- 12. Lot owners will conduct all activities upon their property in such a manner so as to not create a nuisance or harassment to any other lot owner.
- 13. Roads or driveways to be constructed from any lot within the development to an existing road shall be done in a good and workmanlike manner and shall first be approved by the Cliffview Resort LLC.
- 14. Trees five (5) inches or larger shall not be cut except as required for construction without a variance unless approved by Cliffview Resort LLC.



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- 15. Beyond the entrance of Cliffview Village, at the security gate, only lot owners and their guests will have access to the lakes developed within the village. All homeowners and lot owners have full access to all lakes, trails, swimming, and all other free resources connected to Cliffview Resort. This however, excludes the lakes on the golf course. Only trolling motors are acceptable on boats in the lake. No other types of motors are allowed on the lakes, and no motorized jet ski type vehicles are allowed.
- 16. All lot owners may purchase adjoining lots at a discount with one (1) cabin only permitted. A monthly fee will be charged to all lot owners six (6) months after purchase of lots. When improvements have started on the lot, a monthly fee of \$100.00 will be charged for a single lot and a fee of \$125.00 will be charged for double lots. A fee of \$50.00 will be charged on lots that have not been improved. Cliffview Resort LLC. Village will read electric meters and give property owners the reading. The maintenance fees listed above will include all lawn mowing, edging and refuse pickup, stocking of lakes, repairs to roads and snow removal. There will be a penalty of 1.5% monthly if your maintenance fee is not paid on time. The maintenance fees are subject to increase by Cliffview, but will not increase more than 2.5% per year.
- 17. All cabins in the rental program, (The rental program explanation is in the latter part of this statement), are priced at the discretion of Cliffview Resort, LLC. The rental prices can be negotiated if the property owner feels that improvements to the property and/or cabin justify an adjustment. As well, the utilities of such cabins are the responsibility of the lot owner.
- 18. All lot owners that are not participating in the Rental Program are entitled to a discount rate of ten percent (10%) off of all rentals at Cliffview Resort, LLC. This includes all picnic shelters, dining halls and conference rooms, recreation type vehicles, etc. This discount does not include meals, deli purchases, food products, and gift shop items. If lot owners are participating in the Rental Program, then they are exempt from the ten percent discount and therefore will be subject to full price.
- 19. The deed provided with all lot purchases in Cliffview Resort, LLC. Village, will include a right of way to your property through Cliffview Resort and public road upkeep provided by Cliffview Resort, LLC. Cliffview Resort, LLC., its employees and visitors are trying to provide a retreat location, a relaxing setting and a family atmosphere where all live in harmony with each other and nature.
- 20. Any variances to these restrictions and guidelines must be accompanied by a written request and acted upon only after approval of 'the development'.
- 22. Cliffview Resort, LLC. will not be liable for accidents, and/or damages by non-employees.
- 23. The restrictions imposed hereby shall run with the land and any person purchasing a lot within the development accepts and agrees to the restrictions and guidelines contained herein for himself, his heirs, his agents and or representatives or assigns.