

This Instrument Prepared By:
James D. White, Jr.
Attorney at Law
Celina, TN 38561

RESTRICTIVE COVENANTS

These restrictive covenants will apply to the property owned by JOSEPH E. TODD, JR. and wife, FAYE S. TODD, and J.B. DAVIS, JR. and wife, MARTHA DAVIS, and more particularly described in that deed from Cumberland Woods, Inc. dated January 8, 1997, and recorded in Deed Book 83, page 586, Monroe County Clerk's Office of Monroe County, Kentucky.

1. No building shall be erected, placed, or permitted to remain upon any tract on this property closer than fifty (50) feet from the road right-of-ways as presently located.
2. No dwelling, including an attached garage, if any, shall be located on any tract or parcel of this property nearer than twenty (20) feet to any interior tract line.
3. The structure of a dwelling must be log or frame and all frame homes must have the exterior walls covered with brick, vinyl siding, western cedar siding, or some comparable siding and on a masonry foundation. Manufactured or modular homes shall be permitted on the tracts, however, only modular or manufactured homes with a minimum heated floor space of 1200 square feet shall be erected, placed or permitted on any tract and cannot be over four years old when placed on these tracts. These dwellings must be underpinned with rock, concrete, masonry, mortar, vinyl or some comparable material to reflect the character of the home.
4. No noxious or offensive activity or trade or illegal use of any kind shall be carried on upon any part of this property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Cattle, horses, chickens, and goats are permitted on said property; however these animals are to be kept under good fence. No commercial chicken or hog operations are permitted. The owners of said tracts shall not allow their animals to become a nuisance to the surrounding neighbors because of excessive odor.
5. All owners shall keep their tracts mowed and allow no bushes or weeds to become unsightly or annoying to other owners by reason of excessive growth. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No tract owner shall permit any discarded motor vehicle, equipment, machinery, boat nor any other unsightly scrap to be abandoned on his tract or remain there for more than thirty (30) days. No junk, trash, or junk cars (those that are not licensed or do not run on their own power) are to be kept or allowed to remain on this property.
6. Outbuildings shall be maintained for a neat appearance.
7. No fence may be built on any tract more than eight (8) feet in height. Fences shall be of wire, board, pickets, or ornamental iron. Picket fences shall have spaces between the pickets equal to the width of the pickets.
8. The barns must be kept in good state of repair and of neat appearance. The barns cannot be fixed for a temporary or permanent dwelling.
9. Tracts one through eight (1-8) are limited to one (1) single family dwelling per tract.
10. These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these restrictions are recorded, at which time they shall automatically expire and become null and void and of no effect whatsoever. However, any one or all of the restrictions may be waived, altered, nullified or extended by a

written instrument properly signed by all of the owners of the tracts in this division, and recorded in the County Clerks office stating such changes.

11. The above mentioned restrictions shall be incorporated verbatim, or incorporated by reference, in every deed hereinafter executed conveying any part of the premise as described.

12. This property is being sold subject to all utility easements, set back lines, and platted and/or recorded easements and restrictions. Once platted, there will be a fifty foot (50) non-exclusive easement or right of way for a road. The easement cannot be blocked or obstructed in my way and maintenance of said easement shall be the responsibility of the property owners on a pro-rata basis. Utilities can be laid on either side of this easement.

Joseph E. Todd, Jr.

JOSEPH E. TODD, JR.

Faye S. Todd

FAYE S. TODD

J.B. Davis, Jr.

J.B. DAVIS, JR.

Martha Davis

MARTHA DAVIS

STATE OF Florida
COUNTY OF Madison

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, the within named JOSEPH E. TODD, JR. and wife, FAYE S. TODD, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 22 day of August, 2003.

Marion L. Baker

NOTARY PUBLIC

MARION L. BAKER
Notary Public, State of Florida
My comm. expires Sept. 2, 2006
Comm. No. DD 129451

My Commission Expires: _____

STATE OF Florida
COUNTY OF Madison

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, the within named J.B. DAVIS, JR. and wife, MARTHA DAVIS, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 22 day of August, 2003.

Marion L. Baker

NOTARY PUBLIC

MARION L. BAKER
Notary Public, State of Florida
My comm. expires Sept. 2, 2006
Comm. No. DD 129451

My Commission Expires: _____

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TOTAL FEES: \$9.00
COUNTY CLERK: TERESA SHEFFIELD
COUNTY: MONROE COUNTY
DEPUTY CLERK: LISA THOMAS