

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

WHEREAS, David Leon Mayo and Mary K. Mayo, husband and wife, and Robert H. Mayo (hereinafter "Developers") are the present owners of Tracts A, B and C, shown more particularly as to location and dimensions in Plat Cabinet C, slide 160 of record in the Office of the Mercer County Clerk;

AND, WHEREAS, in the beneficial interests of the Developers and future owners of such real property, it is desirable to subject such real property to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain restrictions, covenants, conditions, limitations, reservations, obligations and easements, in order to assure the beneficial, harmonious and attractive development, improvement and maintenance of the aforesaid real property;

NOW THEREFORE, the Developers do hereby make, constitute and establish the following restrictions, covenants, conditions, limitations, reservations, obligations and easements as to the development, use and occupancy of Tracts A, B and C, shown more particularly on a plat thereof of record in Plat Cabinet C, slide 160 to wit:

- (1). All dwellings shall be single family, for residential purposes only and shall contain a minimum of 2,000 square feet on ground level, including attached garage if desired.
- (2). No manufactured or factory built homes (double wide/single wide trailers) of any type are to be placed on any tract.
- (3). No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse, and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (4). The property shall not be used for any type of salvage purposes.
- (5). No swine, poultry, or donkeys shall be permitted to be kept on any said tract.
- (6). Lagoons will only be allowed to serve as the property's septic system
- (7). No commercial or retail stores will be allowed to operate for any length of time upon the premises of said tracts.
- (8). All vehicles on property must be registered or able to be registered and in an operational, road safe condition.

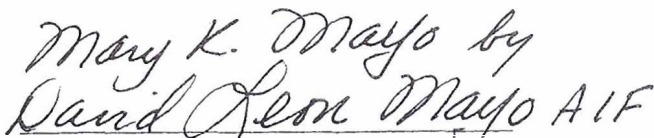
Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date of recording of this document, after which time these covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots have been recorded agreeing to change these restrictions and covenants in whole or in part.

Enforcement of these covenants and restrictions shall be by proceeding in law or in equity, brought by any owner of a lot listed above or by the undersigned developers against any party violating or attempting to violate any covenant or restriction, either to restrain violation or enjoin violation, to direct restoration and/or to recover damages including costs and reasonable attorney's fees.

Invalidation of any one of these covenants or restrictions, in whole or in part, by judgment or court order shall in no way affect any of the other provisions or part thereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers have executed this Declaration of Covenants and Restrictions this 20 day of April, 2006.


DAVID LEON MAYO, SR.


MARY K. MAYO, by and through her
attorney-in-fact, David Leon Mayo, Sr.
of record in Mortgage Book 378, page 179


ROBERT H. MAYO

STATE OF KENTUCKY)
COUNTY OF MERCER)

Subscribed, sworn and acknowledged before me by DAVID LEON MAYO, SR. and MARY K. MAYO, by and through her Attorney-in-Fact, David Leon Mayo, Sr., of record in Mortgage Book 378, page 179, on this 20 day of April, 2006.

My Commission Expires: 10/7/2006

Terese Blacketer
NOTARY PUBLIC, STATE AT LARGE, KY

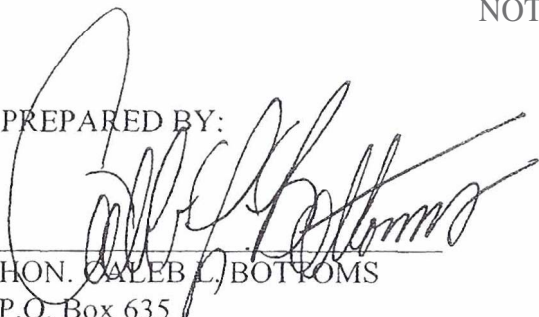
STATE OF KENTUCKY)
COUNTY OF MERCER)

Subscribed, sworn and acknowledged before me by ROBERT H. MAYO on this 20 day of April, 2006.

My Commission Expires: 10/7/2006

Terese Blacketer
NOTARY PUBLIC, STATE AT LARGE, KY

PREPARED BY:


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