

DECLARATION OF COVENANTS & RESTRICTIONS

WHEREAS, DAVID LEON MAYO, SR. and MARY K. MAYO, by and through her Attorney in fact, David Leon Mayo, Sr., see Mortgage Book 378, page 179, records Mercer County Clerk's Office, husband and wife, and ROBERT H. MAYO, ("Developers") are all of the present owners of Tract B2 as recorded in Plat Cabinet C, Slide 37, records Mercer County Clerk's Office.

NOW, THEREFORE, for the mutual benefit of present and future owners of the foregoing lot, the Developers impose the following easements, covenants and restrictions:

1. All dwellings shall be single family and for residential purposes. They shall have a minimum of 1,475 square feet of heated living area on ground level, excluding the garage, plus a minimum of 775 sq. ft upstairs heated and finished. If house is one story, then 2,300 is minimum heated space square footage required.
2. No manufactured or factory built homes (Double wide/Single wide trailers) of any type are to be placed on any tract.
3. No carports shall be built on said tracts.
4. All buildings of all type must be vinyl, colored metal or masonry exterior.
5. 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.
6. The property shall not be used for any type of salvage purposes.
7. No swine, poultry, or donkeys shall be permitted to be kept on any said tract.
8. No lagoons will be allowed to serve as the property's septic system.
9. No Commercial sales or services will be conducted upon the premises.
10. 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 this document is recorded, after which time they 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.
11. Enforcement of these restrictions shall be by proceeding of 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, to direct restoration or to recover damage.

In Witness Whereof, the Developers have executed this DECLARATION OF COVENANTS AND RESTRICTIONS, this the 13 day of July, 2005.

David Leon Mayo Sr.
DAVID LEON MAYO, SR.

Mary K. Mayo
by David Leon Mayo Sr. P.O.A.
MARY K. MAYO

By: David Leon Mayo, Sr., POA

Robert H. Mayo
ROBERT H. MAYO

STATE OF KENTUCKY
COUNTY OF MERCER

Subscribed, sworn and acknowledged before me this the 13 day of July, 2005, David Leon Mayo, Sr., individually and as Attorney in Fact for Mary K. Mayo, his wife; and Robert H. Mayo, unmarried.

Nanna Durbin
NOTARY PUBLIC, STATE AT LARGE, KY

MY COMM. EXPIRES: 11/9/2005

PREPARED BY:

Douglas L. Greenburg
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DOCUMENT NO: 105886
RECORDED ON: JULY 14, 2005 09:06:10AM
TOTAL FEES: \$9.00
COUNTY CLERK: RONNIE COMPTON
COUNTY: MERCER COUNTY
DEPUTY CLERK: CHARMANE HAZELWOOD
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