

Being a portion of the property acquired by the Grantors as follows:

1) **The Nancy S. Marx Revocable Trust Under Agreement dated August 2, 1995** acquired title by virtue of a Deed of Conveyance dated November 7, 1995, from S. Gerald Marx, et ux., as Grantors, found of record in Deed Book No. 106, at Page 70 therein, office of the Cumberland County Clerk;

2) **Rodney Wisdom and Timothy Wisdom** had acquired title jointly, as tenants in common, by virtue of a Deed of Conveyance dated March 30, 2012 from Gene Wisdom, a single person, as Grantor, found of record in Deed Book 154, Page 683 therein. **Kathleen Wisdom**, surviving spouse of Timothy Wisdom acquired his interest in the aforesaid Deed of Conveyance as a devisee under his Last Will and Testament, said Will being found of record in Will Book S, Page 608 therein office of the Cumberland County Clerk;

3) **Donna Wisdom**, acquired her interest by Deed of Conveyance October 14, 2014 from Betty Wisdom, a single person, as Grantor, found of record in Deed Book 161, Page 595 therein, office of the Cumberland County Clerk.

This property is subject to Restrictive Covenants of Chestnut Hills Over Dale Hollow Subdivision, which constitute a **COVENANT RUNNING WITH THE LAND**, as follows, to-wit:

1. Each lot shall be used for residential purposes only, with the exception of rental or leasing. In the event of any rental or leasing agreement, the owners of the residence shall be responsible for the compliance of the Lessees with the terms and conditions contained herein. No other commercial activity shall be permitted.

2. No lot shall have more than one residence, although one residence may be built on two or more combined lots.
3. No lot may be subdivided unless approved in writing by the Developers.
4. No mobile homes or modular homes will be allowed on any lot.
5. No basement construction without a finished dwelling structure will be permitted.
6. Plans and blueprints for all proposed residences are subject to approval by Developers prior to the commencement of construction, and said Developers will not unduly delay the review and response regarding the approval of such plans and blueprints.
7. All residences must have a closed, permanent foundation.
8. All residences must have a permanent exterior covering on the house. Siding approved for construction is brick, stone, beaded siding, log construction, log siding, western cedar, stucco, vinyl or hardy board. Any other siding material must be approved by Developers.
9. No used residential property will be located on said lots and all buildings must be constructed of new materials, as stated above. No roll siding may be used.
10. If construction is of wood or wood products, exterior must be maintained and painted or stained as needed to maintain an aesthetically pleasing appearance.
11. Vacant lots near road are to be bush hogged yearly depending on need and access with bush hog as determined by Marx and Wisdom properties.
12. All lots and structures must be maintained in a neat, tidy and orderly manner, and grass shall not be permitted to be more than six (6) inches in height.
13. On single level homes, the minimum square footage of heated floor space shall be 1,200 square feet, On two story homes, the minimum square footage of heated floor space shall be 1,400 square feet. Heated floor space does not include garages.
14. All buildings, including garages or outbuildings, shall be constructed at least 20 feet from a property line, and no more than 30 feet above grade

without written consent from the Developers for a variance. Garages or storage buildings must be constructed no closer to the road than the residence. Garages must be constructed of the materials listed in Item #8 or new metal.

15. Construction of dwellings or other structures must be completed within one (1) year of commencement.

16. All dwellings must have indoor operating plumbing and sanitary sewage disposal and/or septic systems and field lines conforming to the requirements of the Cumberland County Health Department, the Commonwealth of Kentucky, the Corps of Engineers and all state and local building codes prior to habitation.

17. Any fencing shall be approved as to design and materials, in writing, by the Developers. Chain link fencing is specifically prohibited.

18. Each lot owner shall be responsible for the timely removal of trash, garbage and refuse from each lot, and no dumping shall be allowed on any lot. All rubbish, trash, garbage incinerators, other equipment or the storage or disposal of such materials shall be kept in a clean and sanitary condition.

19. No buses, abandoned or junk vehicles, boats, trailers, tires or unused building materials will be permitted to remain on any lot at any time. Outside storage of boats, campers, recreational vehicles shall be prohibited; storage of these items shall be limited to an enclosed garage or building.

20. No animals other than the usual household pets (cats, dogs, etc.) shall be permitted to be housed or kept on any lot. Any such pet shall be properly controlled on it's owners' lot, or on a leash, so as to avoid disturbing other residents in the neighborhood. This restriction shall specifically prohibit the keeping of any livestock (including but not limited to poultry, swine, cattle, horses) on any lot and/or the keeping of any animal for commercial use or sale.

21. No commercial signs shall be allowed on any lot with the exception of CHODH signs or the signs of builders placed temporarily on a lot during construction. No private signs of any nature shall be allowed, except that each property owner may erect a sign not to exceed 24" X 24", indicating who is the owner of said lot.

TO HAVE AND TO HOLD the same unto the Grantees, for and during their joint lives, with remainder in fee simple to the survivor thereof, his or her heirs and assigns, **FOREVER**, with covenants of General Warranty of Title, and the Grantors warrant that they have good right