

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into as of the 15 day of October, 2021, by and between CHARLES PHILLIP SHUFFITT and PHONTILLA KAY SHUFFITT, husband and wife, of 106 Adison Ave. Bardstown, Kentucky 40004, herein referred to as FIRST PARTIES, and WILLIAM N. OFFUTT, V and ANNE GRANDISON OFFUTT, husband and wife, of 3773 Paris Pike, Georgetown, Kentucky 40324.

WITNESSETH: That said First Parties, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00), cash in hand paid, do hereby grant, sell and convey unto Second Parties, for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns, the following described property, to-wit: A certain tract or parcel of land, lying and being in Russell County, Kentucky, and more particularly described as follows, to-wit:

Being Lot Number 26 of Campbells Ferry Subdivision, a plat of same being of record in Plat Cabinet 2, file 480 records in the Russell County Court Clerk's Office, to which reference may be made for a more particular description of the land herein conveyed.

Being the same property conveyed to Charles Phillip Shuffitt and Phontilla Kay Shuffitt, his wife, by Deed dated June 4, 2018, and filed of record in Deed Book 333, Page 711, all in the Office of the Russell County Court Clerk.

RESTRICTIONS: THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL APPLY TO THE PROPERTY CONVEYED HEREIN, FOLLOWING ANY SALE, TRANSFER OR CONVEYANCE BY OR FROM GRANTEE:

1. As set forth herein: "Developer" shall mean Winfreys Landing LLC.
2. All tracts and lots shall be known and described as single family, residential lots and shall be restricted to residential use and shall not be used for any commercial purpose.
3. No building or structure shall be located or erected nearer than ten (10) feet from the front and side property lines between property owners:
4. All residences shall have a minimum of 850 square feet of living area on ground level-exclusive of garage, basement or carport, in any one floor house plan or 650 square feet on the ground level of any one and one-half split level or two-story house plan.
5. No structure, fence or other improvement shall be erected, placed, altered or commenced to be erected, placed or altered on any lot of the subdivision until the design,

building plans (including exterior colors), specifications and plot plans, including grade elevations, have been approved in writing by the Developers. All outside walls and outbuildings shall be of brick stone, aluminum, vinyl or wood. Developers shall have the right to disapprove plans which are not of a design complementary to other structures in the subdivision.

6. No building shall be of a modular or prefabricated construction nor shall any building be primarily constructed off-site. Further, all improvements begun on said lots shall be completed within nine (9) months of the beginning of construction thereon.

7. All utilities to residences or other structures shall be installed and maintained as underground utilities from the property line to the residence, structure or other terminus of the utility. No electric, telephone, or cable telephone poles shall be permitted on any lots with the exception of main feeder circuits and street lights.

8. No television reception dishes over 18" diameter shall be allowed on any portion of the subject property.

9. No noxious or offensive trade or activity shall be permitted to be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

10. No animals, livestock, or poultry of any kind shall be raised, bred, kept or fed upon any lot with the exception of dogs, cats, and other household pets; provided, however, that no such pets shall be kept or maintained for any commercial purpose. Cattle and horses permitted on any tracts consisting of three (3) acres or more.

11. No commercial signage of any sort allowed on any lot with the exception of "For Sale" signs.

12. Tents or campers are permitted to be set up for occasional use upon the property. Occasional use shall be defined as not exceeding two (2) consecutive weeks or not exceeding three (3) weeks of any consecutive four (4) week period.

13. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste shall not be kept except in sanitary, closed containers. No incinerators or other equipment for the disposal of such material shall be permitted on the premises except a garbage disposal unit attached to the plumbing. There shall be no burning of trash or other on the premises.

14. No privy or outside toilet of any sort permitted to be constructed or maintained on any of said lots. Sewage disposal system and drinking water facilities shall be installed and maintained in conformance with all applicable local, state and federal regulations.

15. No junk vehicles or disabled vehicles may be kept, stored, permitted or maintained on the premises.

16. No parking permitted on streets or rights-of-ways.

17. It shall be lawful for any person or entity owning real estate in the Campbells Ferry subdivision to take such legal steps as may be deemed necessary against any person, party or entity violating or attempting to violate any of these restrictions. Invalidation of any one or more of these covenants shall have no effect on the other covenants and provisions contained herein which remain in full force and effect.

18. All tracts consisting of less than three (3) acres shall be mowed twice yearly, from June 1 until July 31, and from August 1 until September 30, each year.

19. Public utility easements shall be ten (10) feet in width along abutting lot boundaries. Property owners shall be responsible for maintenance of said easements.

TO HAVE AND TO HOLD the same together with all appurtenances thereunto belonging unto the Second Parties, for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns forever with **COVENANT OF GENERAL WARRANTY**.

CONSIDERATION: The parties hereto state that the consideration reflected in this deed is the full consideration paid for this property. The Second Parties join this deed for the sole purpose of certifying the consideration pursuant to Chapter 382 of the Kentucky Revised Statutes.

FIRST PARTIES:

Charles Phillip Shuffitt Phontilla Kay Shuffitt
Charles Phillip Shuffitt Phontilla Kay Shuffitt

SECOND PARTIES:

William N. Offutt, V Anne Grandison Offutt
William N. Offutt, V Anne Grandison Offutt

COMMONWEALTH OF KENTUCKY
COUNTY OF RUSSELL

The foregoing Deed and Consideration Certificate was subscribed, sworn and acknowledged to before me, a Notary Public, this 15 day of October, 2021, by CHARLES PHILLIP SHUFFITT and PHONTILLA KAY SHUFFITT, husband and wife, to be their free act and deed.

My Commission expires: 09-02-2024

Cory N. Roy, Notary
NOTARY PUBLIC, STATE AT LARGE, KY
Notary Public # KVNP14233