

corner of tract one of this survey; thence, leaving the line of Burkesville Cemetery, Inc. , with the line of tract one, North 20 Degrees 16 Minutes 48 Seconds East, passing a 3/8 inch rebar (existing) "Barnes #2677" on-line at 104.80 feet for total distance of 279.12 feet to a 3/8 inch rebar (existing) stamped "Barnes #2677" in the southern right-of-way Hillview Drive; thence, leaving the line of tract one, with the right-of-way, South 70 Degrees 22 Minutes 32 Seconds East, 120.06 feet to the, POINT OF BEGINNING, containing 0.696 Acres , per survey performed by WM. Derek Bell, P.L.S. NO. 3914, Commenced and concluded on the 1st day of December, 2010.

LESS AND EXCLUDING that certain tract of property of 0.176 acre, conveyed to the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, by Deed of Conveyance dated August 5, 2011, from Kenneth Curtis Claywell, et ux., as Grantors, found of record in Deed Book 153, Page 219 therein, office of the Cumberland County Clerk, to which reference is made for a more particular description of said property.

Being the same property acquired by the Grantor, Kurtis Claywell by virtue of a Deed of Conveyance dated December 15, 2014, from Kenny Claywell, et ux., as Grantors, found of record in Deed Book 162, Page 181 therein, office of the Cumberland County Clerk.

There is also conveyed to the Grantees, his or her heirs and assigns, a perpetual but non-exclusive right to use the entire length of the 40' wide right-of-way and roadway known as Hillview Drive, for purposes of ingress and egress to the lands conveyed herein and is further subject to a 15' water line easement traversing Lots 10 and 1-6.

The following restrictions and covenants, as noted on the plat of survey of record in Plat Book 1, at Page 48 therein, Office of the Cumberland County Clerk, are made and declared to apply to the lands and lots described above conveyed herein, and shall apply to all lots or portions thereof in the Hillview Estates:

- (1) No buildings shall be erected, placed or permitted upon any tract of this property closer than 30 feet from the road right-of-way as presently located.

- (2) No noxious or offensive trade or activity shall be carried out on any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (3) No mobile homes will be permitted on said tracts.
- (4) No car or truck bodies, or other vehicles not in running condition, may be kept on any lot unless within a garage or screened from view from any house, street or driveway.
- (5) No used property will be moved thereon, and all buildings must be constructed of new materials.
- (6) That said property shall be used solely and only for residential purposes. However, this shall not be construed so as to prohibit the owner from renting or leasing the property so long as it leased or rented for residential purposes only.
- (7) No residence shall contain less than 1200 square feet of heated floor space. This does not include garage area.
- (8) No trailer or other outbuilding shall be erected on any lot to be used as a residence, temporarily or permanently, nor shall any structure of the temporary nature be used as a residence.
- (9) Enforcement shall be by any lot owner by proceeding at law or in equity against any person or persons violating or attempting to violate any restrictions, either to restrain violation or recover damages.
- (10) These covenants are to run with the land and shall be binding on all present or future owners of said land.

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 and title to sell and convey the same, and that it is free and clear of encumbrances of any kind or nature, save and except the lien of taxes and assessments for the calendar year 2021, which are to