

THIS DEED OF CONVEYANCE made and entered into this the th
14 day of October, 2013, by and between JIMMY PATTON and wife, MARGARET PATTON, Cartwright-Marlow Road, Albany, Kentucky, 42602, hereinafter referred to as parties of the first part, and SCOTT E. DETHERAGE and wife, SUSAN DETHERAGE, 796 Forsythe Place, Mason, Ohio, 45040, hereinafter referred to as parties of the second part.

FILED

AT 3:15 P.M.

OCT 14 2013

CLINTON COUNTY
SHELIA BOOHER
County Clerk

*Pa 17.00
Epp 6.00
T.T. 70.00*

W I T N E S S E T H

That for and in consideration of the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), cash in hand paid, receipt of which is hereby fully acknowledged, the parties of the first part do hereby bargain, sell, transfer and convey unto the parties of the second part, jointly with right of survivorship to the survivor of them, their heirs and assigns, the following described real estate same being located in Clinton County, Kentucky, and being more particularly bounded and described as follows, to-wit:

Being Lot No. 11 of the Lindy Valley Estates Subdivision, as shown on the plat or map of said Development of record in Clerk's Office, Clinton County, Kentucky Court in Plat Book 3, Page 106 (Now Plat Cabinet 2, Slide 275).

Being the same real estate conveyed to Jimmy Patton and wife, Margaret Patton by Deed of Conveyance from Jeff Bertram and wife, Sandy Bertram, said Deed being dated the 2nd April, 2012 and being of record in the Office of the Clerk of the Clinton County, Kentucky Court in Deed Book 148, Page 4.

RESTRICTIONS:

The following covenants and restrictions shall apply to the property conveyed herein:

1. Conventional dwellings to have 1,000 sq. ft. minimum heated living space.

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2. Any mobile or modular homes to have 980 sq. ft. minimum heated living space.
3. Mobile or modular homes to be set on concrete block, axles and tires to be removed, and underpinned with factory underpinning or block foundations.
4. No mobile home or modular homes older than 10 years allowed, and they must be maintained in good state of repair.
5. Add-on rooms may be connected to mobile or modular homes provided they are of good quality construction and have the same color siding and material enveloping the entire unit.
6. Porches or decks may be added to mobile or modular homes.
7. No attached garages are allowed to mobile or modular homes.
8. Conventional dwellings may have attached garages.
9. No asbestos or asphalt paper siding.
10. Any basement used for living area must have a finished gable roof not less than 16 feet to the highest point.
11. No junk or abandoned vehicles on lots or street right of ways.
12. No livestock on lots under 2.5 acres, unless same owner owns adjoining lot in excess of 2.5 acres.
13. Dogs to be restrained at all times.
14. Driveways to be a minimum of 2" crushed stone, or concrete or bituminous surface.
15. Building setback line shall be 25 feet from the right of way street, and 10 feet from all other lot lines.
16. All utility lines to homes and garages must be underground from service pole.
17. Lots 5.0 acres or less must be mowed at least twice a year to a maximum height of 6" with the first mowing to be done by June 15 and the second mowing to be done by October 1 of each year.
18. Lots 5.0 acres or more must be mowed at least once a year to a maximum height of 6" and must be done prior to October 1 of each year.
19. Lots that have established residences must have lawns that are to be mowed to a maximum height of 4" at least one month from April to October of each year.

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20. These restrictions shall be permanent, valid and enforceable by developer or any lot/tract owner(s) and the invalidation of any portion of these restrictions shall not serve to or affect or invalidate the remaining provisions.

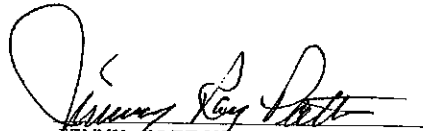
The real estate property taxes for the calendar year 2013 shall be sent to the parties of the first part at the above address.

Parties of the first part and parties of the second part do hereby certify, pursuant to KRS Chapter 382, that the full consideration paid for the property herein conveyed is the sum of \$70,000.00. Parties of the second part join in this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382 and parties of the first part and parties of the second part certify their understanding that falsification of the stated consideration or sales price of the property is a Class D Felony, subject to one to five years imprisonment and fines up to \$10,000.00.

TO HAVE AND TO HOLD the above described real estate together with all the improvements and appurtenances thereunto belonging unto the parties of the second part, jointly with right of survivorship to the survivor of them, their heirs and assigns, with Covenant of General Warranty.

IN TESTIMONY WHEREOF, witness the signatures of the parties this the date first above written.

PARTIES OF THE FIRST PART:


JIMMY PATTON


MARGARET PATTON

DAVID R. CHOATE
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