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**URSULA DOWELL (Irvington Heights)**  
**Lots No. 1, 3 thru 7 and 9 thru 15**  
**RESTRICTIONS AND COVENANTS**

1. The Real Estate described herein shall be utilized for residential purposes only.
2. No mobile homes shall be any older than 5 years old, must be a minimum of 14 feet wide and 65 feet in length unless approved by developers with written consent.
3. No tent, shack, barn, or other outbuildings erected shall be used at any time as a residence, temporarily or permanently, nor shall any structure or a temporary character be used as a residence.
4. No junk, inoperative automobile or unlicensed automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
5. No noxious or offensive trade or activity shall be carried on upon the real estate nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
6. The Real Estate shall not be used or maintained as a dumping ground for rubbish, etc. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
7. Individual sewage disposal systems shall be located and constructed in accordance with the requirements, standards, and recommendations of the state board of health. Approval of such systems as installed shall be allowed to be kept upon the premises.
8. No more than two (2) head of livestock per acre shall be kept upon real estate. No swine or chickens shall be allowed to be kept upon the premises.
9. All lot owners are responsible for soil conservation practice, such as seed and strawing to avoid soil erosion according to the county soil and water conservation office.
10. Driveway culverts, when required, must be a minimum of 15" in diameter and 24" in length.
11. No more than one residence per lot unless properly subdivided or approved by developer.
12. All mobile homes will have immediate underpinning of same likeness of home or maybe brick, stone or of that nature.
13. All lots are subject to an ten (10) foot utility easement along road right away. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
14. The covenant, conditions and restrictions herein contain shall run with the land and shall be binding on all owners, their heirs, executors, administrators and assigns. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain said violation or to recover damages for the violation.
15. Property is subject to a private road agreement to remain in effect until such time as the road is accepted by the county.

*Joseph E. Richardson*  
**JOSEPH E. RICHARDSON**

*Rebecca M. Richardson*  
**REBECCA M. RICHARDSON**

BY: *Earl M. Davis*  
Earl M. Davis, their Power of Attorney, recorded in Deed Book 33, Page 385 in the office of the Breckinridge County Court Clerk.

I the undersigned do hereby certify that the foregoing instrument was this 28 day of July, 1998 signed and acknowledged before me.

Expiration: 2-13-99 *Walt Dickerson*  
NOTARY PUBLIC

*Prepared by Joseph E. Richardson*  
*By Earl M. Davis P.O.A.*

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I the undersigned do hereby certify that the foregoing instrument was this 28  
day of July, 1998 signed and acknowledged before me.

Expiration: 2-13-99 *Walt Shivers*  
NOTARY PUBLIC

*Prepared by Joseph E. Richardson*  
*By Earl M. Davis P.O.A.*