

in fee simple, its successors or assigns forever, the following described tract or parcel or land, lying and being in Calloway County, Kentucky, to-wit:

Lot 2 containing 1.074 acres as shown on the Final Subdivision Plat of Kennedy Layne Subdivision recorded in Plat Book 53, at Page 62, Slide 5178 in the Calloway County Court Clerk's office.

Being a part of the property conveyed to Sugar Creek Investments, LLC, a Kentucky limited liability company, by deed from Margaret R. Neal and husband, Roger Neal dated June 19, 2006 and recorded in Book 648, at Page 535 in the Calloway County Court Clerk's office.

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this conveyance is made subject to the following conditions and restrictions which are and shall be covenants running with the land, binding on Grantee, its successors or assigns forever.

1. The property herein conveyed is restricted from and the following uses and/or activities are and shall be strictly prohibited:

- a) any business that sells liquor, beer, wine or tobacco products;
- b) any business that sells gas, diesel or petroleum products (motor vehicle fuels); and
- c) business or advertising signs except those for a business located on the property.

2. General Covenants and Restrictions:

- a) The property shall be used exclusively for business and commercial purposes.
- b) As soon as reasonably possible after commencement of construction, any building or improvement shall be completed with appropriate landscaping.
- c) Buildings, structures and improvements shall be maintained in the condition of the improvement at the time of its initial construction, normal wear and tear excepted.
- d) In the event any building, structure or improvement is damaged or destroyed, the owner shall promptly restore the building, structure or improvement to the condition it was in before the damage or destruction or completely remove the damaged or destroyed building, structure or improvement and grade, seed, sod and/or landscape the area from which the building, structure or improvement was removed.
- e) Property Owner(s) shall at all times keep the premises, buildings and improvements in a safe, clean, wholesome condition and comply with all applicable government, health, fire, zoning and police requirements and regulations and any owner shall remove at its own expenses any rubbish of any character which may accumulate on the property.
- f) Except for construction materials during construction, outside storage of materials shall not be permitted.
- g) No temporary structure shall be permitted except field offices used by a builder or developer which shall be removed when construction or development is completed. Notwithstanding the foregoing, GRANTEE, Lake Chem Federal Credit Union shall be permitted to use a temporary office building for the operation of its business for a period of two (2) years from the date of this deed and during the construction of a permanent office building provided the construction of the permanent structure commences within two (2) years after the date of this deed and the temporary office building is removed when construction of the permanent structure is completed.

- h) Driveways, parking and loading areas shall be paved (asphalt, concrete or exposed aggregate concrete) to provide dust free all weather access.
- i) Refuse receptacles (garbage cans, dumpsters, etc.) shall be to the rear of buildings and concealed from view by an attractive screen(s).
- j) No noisy, noxious, or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be, or become, an annoyance or nuisance to the neighborhood.
- k) No unlicensed, junk or salvaged vehicles, boats, machinery, or equipment or other offensive items may be kept on the property.
- l) All utilities shall be underground.

3. The invalidation of any of these conditions or restrictions by judgment or Court Order shall in no way affect any other condition, restriction or provision, which shall remain in full force and effect.

4. Inasmuch as these restrictions have been adopted to protect the integrity and appearance of the Kennedy Layne Subdivision and the value of the remainder of Grantor's property, Grantor shall be entitled to enforce these restrictions. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate these covenants and restrictions, either to restrain the violation and/or recover damages, including without limitation, attorney fees incurred to enforce the restrictions.

This conveyance is subject to all applicable governmental laws and regulations and any easements, restrictions, rights-of-way and prior mineral reservations and mineral conveyances of record.

GRANTOR hereby states its intention to accomplish a tax deferred exchange of like kind property by and through this conveyance.

TO HAVE AND TO HOLD unto said GRANTEE, Lake Chem Community Federal Credit Union, its successors or assigns forever, free and clear of all encumbrances and with "Covenant of General Warranty".