

BRUNER OLIVE BRANCH PROTECTIVE COVENANTS

- 1.) The following protective covenants are covenants running with the land until 1/1/2075, and may be enforced (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned by Deed recorded in Book 276 Pg. 158 in the office of the Clerk of Fleming County, Flemingsburg, Ky.
- 2.) No more than one residence per tract on lots under 20 Acres shall be permitted.
- 3.) No more than two residence per tract on lots over 20 acres shall be permitted.
- 3.) Any double wide must be 5 years old or newer at time of placement.
- 4.) No single wide mobile homes shall be permitted on the above subject property.
- 5.) No noxious or offensive activity shall be carried on upon any lot.
- 6.) No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly object or matter will be permitted on any lot.
- 7.) Before occupancy of any home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
- 8.) Before any construction takes place purchaser must contact the local government authority to make sure they are in compliance with the local laws.
- 9.) All lots are to be used for residential, agricultural or recreational purposes, (though the lot owner may store equipment and material used in a business in a well constructed enclosed building on the property). The property is not to be used for commercial enterprises (with customers coming and going) with the exception of churches, riding stables, horse farm, cattle farm, or truck farm (fruits and vegetable).
- 10.) No fighter chickens
- 11.) Dogs, cats and other household pets shall not be bred or maintained for commercial purposes.
- 12.) No tent, camper, school bus, or recreational vehicles shall be used as a residence, either temporary or permanent except for the purpose of monitoring building of home for a period not to exceed one year. Campers and tents may be used for recreational purposes only and must be set back a minimum of 50 feet from the center of the existing road.
- 13.) Any building or structure placed on said property shall be set back a minimum of 50 feet from the center of the existing road unless a lesser set-back is requested by public authority.
- 14.) Where protective covenants and Fleming County, Ky Zoning Ordinances are in conflict, the stricter requirement will prevail.
- 15.) Invalidation of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.
- 16.) Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
- 17.) The purchasers of this farm, for themselves, their heirs and assigns, by the acceptance of the conveyance of this farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.
- 18.) The afore-referenced easement for ingress and egress shall be subject to the following maintenance agreement.
 - A. There shall be placed no gates or obstacles in the easement area
 - B. The cost of maintenance of said easement shall be shared between all of the land owners that abut the easement area.
 - C. The total cost of repairs, maintenance or general upkeep of the easement area shall be determined as follows:

The total cost of said repairs, maintenance or general upkeep shall be divided between lots 2,3,4,5,6,7,8,9,10,11,12, for the portion of the road abutting lots 1,2,3,4,10,11,12.

The total cost of said repairs, maintenance or general upkeep shall be divided between lots 5,6,7,8,9 for the portion of the road abutting lots 5,6,7,8,9

- D. Each of the adjoining landowners to the easement area shall have the right to make all ordinary and necessary repairs, maintenance and general upkeep of the easement area now or in the future. Said maintenance, repair or upkeep shall be consistent with the condition of the easement area at time of this conveyance. Before performing any repair, maintenance or general upkeep the landowner intending to make the same shall notify the other landowners who abut the easement area in writing of his intention and of the estimated cost to complete the repairs, maintenance or general upkeep. Said notice shall be sent by certified mail.**
- E. Failure by any landowner abutting said easement area to object by giving written notice within 10 days after receipt of the final notice shall be deemed approval of the proposed repairs, maintenance or general upkeep and an agreement to pay their fair share of the estimated cost. If objection is made by giving written notice within the 10 day period, the first party may nevertheless, proceed with the repairs, maintenance or general upkeep. The objecting landowner may seek to stop said repairs through court action. A landowner unreasonably withholding approval shall be liable to reimburse the other landowners for the cost of his share of repairs plus all cost in collecting the same, including reasonable attorney fees.**
- F. This maintenance agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representative, successors and assigns.**