

Restrictive Covenants

EXHIBIT A BRUNER MT. TABOR 2 PROTECTIVE COVENANTS

1. The following protective covenants are covenants running with the land and shall continue in full force and effect 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 Page in the office of the Clerk of Fleming County, Flemingsburg, Kentucky.
2. Any single wide or double wide home placed on said property shall not be over 5 (five) years of age at time of placement, shall contain a minimum of 700 square feet and shall be under skirted at time of placement.
3. No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on any lot.
4. No noxious or offensive activity shall be carried on upon any lot.
5. Before any construction takes place, purchaser must contact the local government authority to make sure they are in compliance with the local laws.
6. Before occupancy of any mobile home or home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
7. No fighter chickens. Chickens and swine are permitted for personal use only.
8. 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 vegetables).
9. Dogs cat and other household pets shall not be bred or maintained for commercial purposes.
10. No tent, camper, 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.
11. 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.
12. While said property is mortgaged with Bruner Land Company, no timber shall be removed (sold) from said property without written permission from Bruner Land Company, Inc.
13. Where protective covenants and Fleming County Zoning Ordinances are in conflict, the stricter requirement will prevail.
14. 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.
15. Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
16. 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.

DOCUMENT NO: 109895
RECORDED: July 29, 2022 12:37:00 PM
TOTAL FEES: \$53.00 TRANSFER TAX: \$70.00
COUNTY CLERK: JARROD R. FRITZ
DEPUTY CLERK: JENNIFER
COUNTY: FLEMING COUNTY
BOOK: 0284 PAGES: 501 - 506