

AFTER RECORDING, RETURN TO: DGS Development, Ltd., 2335 Buttermilk Crossing, Suite 318, Crescent Springs, KY 41017

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

LOWDER FORK FARMS

WHEREAS, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership** (the “Developer”), is the owner and developer of **Lowder Fork Farms** subdivision, which real estate was acquired by Developer by Deed recorded in Deed Book 660, Page 31 in the County of Greenup, Commonwealth of Kentucky; and

WHEREAS, said subdivision is being developed on a plan, varying in details, according to the location and conditions of several and individual Tracts as set out on the plat recorded in Plat Book _____, Page _____ of the Greenup County, Kentucky Clerk’s records and according to the needs of the development as a whole; and

WHEREAS, the development of the Tracts is being framed with a view to making the development attractive and desirable.

NOW, THEREFORE, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, does hereby establish the following Protective Covenants and Restrictions, which shall run with the land and be a charge thereon, against the present owners, their heirs, successors and assigns forever, and all future owners thereof.

1. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any tract is strictly prohibited.
2. The open storage of more than five (5) vehicles which are abandoned, nonfunctional, in a state of disrepair, or lacking a valid registration on any portion of any tract is strictly prohibited (unless the vehicle(s) is/are stored in a completely enclosed building).
3. Two (2) but no more than two (2) RVs (recreational vehicle) or campers shall be permitted on any tract.
4. Should a tract be used for a dwelling, no dwelling shall be occupied prior to substantial completion. If a mobile home is a residence, it must have skirting in place or affixed to a permanent foundation prior to occupancy.

5. Any tract used for a dwelling, whether such tract is an original tract or a tract resulting from a re-subdivision, shall contain not more than two (2) mobile homes (whether said mobile home is a single wide or a double wide home). If any conventional single-family dwelling is constructed upon an original tract, or any tract resulting from a re-subdivision, not more than two (2) mobile homes may be placed or constructed on such tract. This Section does not prohibit the construction of a guest house, garage or other outbuilding on an original or re-subdivided tract.

6. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any tract. Provided, however, that if subsurface mineral rights were severed from surface rights prior to the recording of these Protective Covenants and Restrictions, then such subsurface mineral rights shall not be affected hereby.

7. When any other ordinance, rule, code, or permit regulation imposes a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than the provisions of these Protective Covenants and Restrictions, then the provisions of said ordinance, rule, code, or permit regulation shall govern. Conversely, when these Protective Covenants and Restrictions impose a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than any other ordinance, rule, code, or permit regulation, then these Protective Covenants and Restrictions shall govern.

8. Means of enforcement of these restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant shall not be construed as a waiver thereof. Invalidation of any one (1) or more of these covenants shall have no effect on the other covenants and provisions contained herein. The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above-described property, any heir, executor, administrator or assign of any such person, or Developer, or its successors in interest or assigns.

IN WITNESS WHEREOF, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, by and through **SCHELL MANAGEMENT, INC., a Kentucky corporation**, its General Partner, by and through **JAY Q. SCHELL**, its Authorized Representative, hereby sets its hand, this ____ day of October, 2022.

DGS DEVELOPMENT, LTD.
A Kentucky Limited Partnership

By: SCHELL MANAGEMENT, INC.
A Kentucky Corporation
Its General Partner

By: _____
JAY Q. SCHELL
Its Authorized Representative

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, by and through **SCHELL MANAGEMENT, INC., a Kentucky corporation**, its General Partner, by and through **JAY Q. SCHELL**, its Authorized Representative, this _____ day of October, 2022.

Notary Public
Print Name: _____
Commission Expires: _____
Notary ID Number: _____

This Instrument Prepared By:



Corey T. Gamm
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