

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

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

MOUNTAIN VIEW FARMS

WHEREAS, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, is the owner and developer of **MOUNTAIN VIEW FARMS** (the "Development") by Deeds recorded in Deed Book 108, Page 352; Deed Book 108, Page 357; Deed Book 108, Page 362; Deed Book 108, Page 368; Deed Book 108, Page 373; and Deed Book 108, Page 378, all references being to the Owsley County, Kentucky Clerk's records, in the County of Owsley, Commonwealth of Kentucky; and

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

WHEREAS, these Protective Covenants and Restrictions are intended to make the Development desirable and attractive and best suited for small farmsteads, cabin get-a-ways, peaceful rural living, and recreational activities.

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. Storage of Junk, Abandoned Vehicles, or Equipment. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any tract is strictly prohibited. The burying or dumping of garbage, junk, trash, oil, or other liquid or solid waste, petroleum or littering of any kind is strictly prohibited. The open storage of more than one (1) vehicle which is abandoned, nonfunctional, in a state of disrepair, or lacking a valid license on any portion of any tract is strictly prohibited. The open storage of lawn care, construction, or other equipment is strictly prohibited, and any such equipment kept on a tract shall be stored in an enclosed structure.

2. Conventional Stick-Built and Modular Dwellings. All stick-built and modular dwellings constructed on any tract shall have the necessary permits and governmental agency approvals prior to occupancy.

3. Mobile Homes and "Tiny" Homes. No tract (whether an original or re-subdivided tract) shall have more than one (1) of the following: (a) a single wide mobile home, (b) a double wide mobile home or (c) a

residential structure containing less than 1,000 square feet of livable floor space (a “tiny” home). A mobile home placed on a tract must be on a permanent foundation or have skirting in place. All mobile homes and tiny homes shall have the necessary permits and governmental agency approvals required prior to occupancy.

4. Recreational Vehicles. Two (2), but no more than two (2), recreational vehicles (“RVs”) or campers shall be permitted on any portion of any tract (whether an original or re-subdivided tract). Recreational vehicles may not be occupied for more than 14 consecutive days and may not be used as a primary residence. If a residential dwelling is being constructed on any tract in the Development, then two (2), but no more than two (2) recreational vehicles may be occupied on such tract for not more than one (1) year while a residential dwelling is under construction. RVs and campers shall only be occupied by the tract owner and the tract owners’ guests and invitees, and commercial use of any RV or camper for commercial purposes, including as a short-term rental, is strictly prohibited.

5. Restrictions Applicable to Tract Number 44. Tract No. 44 is a non-buildable lot, and no structures of any type or nature, whether permanent or temporary, may be constructed or placed on Tract No. 44 in the Development or on any tract resulting from a subdivision of Tract No. 44. Nor shall any recreational vehicles, campers or other temporary lodging or dwelling be placed, used or occupied on such Tract at any time.

6. Most Restrictive Covenant or Law Governs. 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.

7. Enforcement. 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, his/her heirs, executors, administrators or assigns and the Grantor or the Grantor’s 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 _____, 2023.

**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, on behalf of said Partnership, this ___ day of _____, 2023.

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

This Instrument Prepared By:



Corey T. Gamm
Adams Law, LLC, 40 West Pike Street, Covington, KY 41011 / 859-394-6200