

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

**PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR**

**CLAY LICK FARMS**

WHEREAS, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, is the owner and developer of 43.959 acres, more or less, on the north side of New Cut Road and the south side of Clay Lick Road, located in the County of Montgomery, Commonwealth of Kentucky and more particularly described in Deed Book 333, Page 99 of the Montgomery County Clerk's records at Mount Sterling, Kentucky; and

WHEREAS, said property is being developed on a plan, varying in details, according to the location and conditions of several and individual tracts to be divided therefrom and according to the needs of the development as a whole. To make the development attractive and desirable, the following Protective Covenants and Restrictions shall run with the property described in Deed Book 333, Page 99 of the aforesaid records, such property also being described in **Exhibit A**, attached hereto and incorporated by reference.

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 two (2) 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. One (1) but no more than one (1) RV (recreational vehicle) or camper 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 double-wide mobile home is placed on a tract to be used as a residence, it must be on a permanent foundation.

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 one (1) mobile home (only double-wide mobile homes are permitted on any tract). If any conventional single-family dwelling is constructed upon an original tract, or any tract resulting from a re-subdivision, not more than one (1) mobile home 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 single-wide mobile home shall be permitted on any tract within the development.

7. Any dwelling, whether such dwelling is a single-family residence or double-wide mobile home, must have a minimum size of 720 square feet.

8. 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.

9. 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.

10. 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 property described in Deed Book 333, Page 99 of the Montgomery County Clerk's records at Mount Sterling, Kentucky, any heir, executor, administrator or assign of any such person, or **DGS DEVELOPMENT, LTD., a Kentucky limited partnership**, 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 **DARREL G. SCHELL**, its President, hereby sets its hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**DGS DEVELOPMENT, LTD.**  
**A Kentucky Limited Partnership**

**By: SCHELL MANAGEMENT, INC.**  
**A Kentucky Corporation (its General Partner)**

By: \_\_\_\_\_  
**DARREL G. SCHELL (its President)**

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 **DARREL G. SCHELL**, its President, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Comm. Expires: \_\_\_\_\_  
I.D. Number: \_\_\_\_\_

This Instrument Prepared By:



\_\_\_\_\_  
Corey T. Gamm  
Adams, Stegner, Woltermann & Dusing, P.L.L.C.  
40 West Pike Street, P.O. Box 861, Covington, Kentucky 41012 / (859) 394-6200

**Exhibit A**  
**[Property Description]**

Lying and being in Montgomery County, Kentucky on the North side of New Cut Road and the South side of Clay Lick Road particularly described as follows to-wit:

Unless otherwise stated any monument referred to as a set iron pin is a ½" iron rebar 18" in length with a yellow plastic cap stamped Leach 3407. All set Mag Nails are 2" in length with a yellow plastic washer stamped Leach 3407. All bearing stated herein are referred to Grid North (Kentucky North Zone).

Beginning at a set Mag Nail in the center of New Cut Road a corner to Darrell M. Back (D.B. 321, Pg. 153); thence leaving said road with the line of Back, N 34°18'46" E a distance of 656.24' to a found 1/2" iron pin with cap Is 2360; thence N 34°20'39" W a distance of 72.48' to an iron bar found a corner to Danny & Sara Reed (D.B. 295, Pg. 816); thence with the line of Reed, N 55°43'08" E a distance of 399.09' to a set Mag Nail in the center of Clay Lick Road; thence with the center of said road and with a curve turning to the right with an arc length of 238.55', with a radius of 1170.85', with a chord bearing of S 76°34'19" E, with a chord length of 238.14', to a point; thence with a compound curve turning to the right with an arc length of 157.73', with a radius of 825.55', with a chord bearing of S 64°08'23" E, with a chord length of 157.49', to a point; thence S 56°11'22" E a distance of 426.03' to a point; thence with a curve turning to the left with an arc length of 133.92', with a radius of 250.81', with a chord bearing of S 74°55'35" E, with a chord length of 132.33', to a point; thence with a reverse curve turning to the right with an arc length of 164.58', with a radius of 2555.14', with a chord bearing of N 88°21'39" E, with a chord length of 164.55', to a point; thence S 89°00'52" E a distance of 80.46' to a point; thence S 87°05'08" E a distance of 163.56' to a point; thence S 85°34'07" E a distance of 311.25' to a set Mag Nail a corner to Jeffrey & Serena Smith (D.B. 325, Pg. 813); thence leaving said road with the lines of Smith S 16°58'43" E a distance of 364.71' to a found 1/2" iron pin with cap; thence S 10°46'15" E a distance of 47.06' to a found 1/2" iron pin with cap; thence S 12°23'30" W a distance of 210.42' to a found 1/2" iron pin with cap a corner to Anthony & Micha Tufano (D.B. 292, Pg. 12); thence with the lines of Tufano, N 79°30'31" W a distance of 272.34' to a found 1/2" iron pin with cap; thence N 79°30'31" W a distance of 157.64' to a found 1/2" iron pin with cap; thence N 79°30'31" W a distance of 34.50' to a set iron pin; thence S 19°25'42" W a distance of 156.52' to a found 1/2" iron pin with cap; thence S 07°11'17" E a distance of 98.86' to a found 1/2" iron pin with cap; thence S 88°37'32" W a distance of 293.66' to a found 1/2" iron pin with cap; thence N 81°01'39" W a distance of 139.78' to a found 1/2" iron pin with cap; thence N 75°16'16" W a distance of 60.78' to a found 1/2" iron pin with cap; thence N 80°34'49" W a distance of 36.98' to a found 1/2" iron pin with cap; thence S 86°24'16" W a distance of 41.20' to a found 1/2" iron pin with cap; thence S 79°31'01" W a distance of 63.39' to a found 1/2" iron pin with cap; thence S 70°53'51" W a distance of 109.30' to a found 1/2" iron pin with cap; thence S 81°02'45" W a distance of 20.66' to a found 1/2" iron pin with cap; thence N 89°56'03" W a distance of 299.19' to a found 1/2" iron pin with cap; thence N 86°24'27" W a distance of 214.95' to a set iron pin; thence S 89°18'25" W a distance of 212.62' to a found 1/2" iron pin with cap; thence S 87°49'55" W a distance of 237.02' to a set Mag Nail in the center of New Cut Road; thence with the center of said road and with a curve turning to the left with an arc length of 385.02', with a radius of 2206.00', with a chord bearing of N 13°23'08" W, with a chord length of 384.53', to a set Mag Nail; which is the point of beginning, having an area of 1914872.60 square feet, 43.959 acres more or less exclusive of all right of ways and easements of record.

The above description is in accordance with a survey made by W. Thomas Leach on the 24<sup>th</sup> May 2020.