

JUL 14 2001

CLINTON COUNTY
JIM ELMORE
County ClerkDECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS, EASEMENTS
AND OBLIGATIONS OF

TUGGLE FARM

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OBLIGATIONS (hereinafter "DECLARATION") is made and entered into as of the 15th day of June, 2001, by JOHN PERRY TUGGLE, VIRGINIA TUGGLE TAYLOR, JANE TUGGLE MORRIS, ROBERT TUGGLE, JAMES TUGGLE, GLEN RAY TUGGLE, JOE F. TUGGLE, AND BARBARA TUGGLE (hereinafter "DEVELOPERS").

WITNESSETH:

WHEREAS, Developers are the owners of certain real property located on U.S. Highway 127 in Albany, Clinton County, Kentucky, one mile north of Albany, Kentucky, consisting of 245 acres, more or less, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference; and,

WHEREAS, Developers have subdivided the real property into thirty-one (31) tracts to be known as the TUGGLE FARM described in Exhibit A for purposes of sale, and a copy of the approved final subdivision plat for the real property described in Exhibit A is/will be filed of record in the office of the Clinton County Clerk in Plat Book 4, page 442; and to which plat reference will be made in this Declaration; and,

WHEREAS, in the beneficial interest of the Developers and future owners of any tract or any portion of any tract in the subdivision, it is desirable to subject the real property to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, and improvement, of the aforesaid real property, and in order to prevent certain uses and modifications thereof which tend to diminish the value or be detrimental to its future development and maintenance;

NOW, THEREFORE, the Developers declare that the tracts located in Clinton County, Kentucky, and described on Exhibit A attached hereto and incorporated herein by reference, are and shall be held, transferred, sold, conveyed, occupied, and used subject to the following easements, restrictions, conditions, limitations, reservations, covenants, obligations and agreements, each and all of which are hereby declared to be covenants running with the land:

- (1) **DEFINITIONS.** As used in this declaration, the words set forth below shall have the meaning hereinafter designated, unless the context shall require a different meaning:
 - (a) "TRACT" shall mean and refer to any of the TRACTS shown upon the final record plat of the property as hereinafter described or to any Parcel of any resubdivided tract.
 - (b) "OWNER" shall mean and refer to the owner of record, whether one or more persons or entities, of an interest in any lot as herein defined; provided, however, the term "owner" shall not mean or refer to any lessee or mortgagee, unless such mortgagee acquires fee simple title

- (c) "PROPERTY" or "PROPERTIES" shall mean and refer to all of the real estate described in Exhibit A, which is incorporated herein by reference.
 - (d) "SUBDIVISION" shall mean and refer to all of the real estate described in Exhibit A, which exhibit is incorporated herein by reference.
 - (e) "UTILITIES" shall mean water mains, lines, fire hydrants, and appurtenances; sewer lines, manholes and appurtenances; telephone lines, poles, and appurtenances; television cable line, poles, and appurtenances; communication cables, lines, and appurtenances.
- (2) **TERM.** This Declaration shall become effective upon the recordation of this Declaration. These restrictions shall run with the land and be binding on all persons claiming under or through the Developers for a period of twenty-five (25) years after the recordation of this Declaration, at which time said covenants shall be automatically extended for successive periods of ten years each, unless it be agreed by a vote of a three-fourths (3/4) majority of the owner(s) of tracts (then subject to this Declaration), with each such tract to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictions shall be altered, amended or revoked as determined and agreed upon by such three-fourths (3/4) majority. Should any tracts be resubdivided, then each resulting tract shall carry a fraction of one vote based upon such tracts proportional percentage of the whole subdivided tract. (e.g. If one tract is subdivided into four tracts, each subdivided tract shall carry one-fourth (1/4) of a vote.) The total number of votes at any time shall be thirty-one (31).
- (3) **RESUBDIVISION.** Any tract may be resubdivided.
- (4) **EASEMENTS.** Each of the tracts of the subdivision shall be subject to a ten (10) foot perpetual easement along and adjacent to all public streets and rear property lines for installation and maintenance of utilities. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of motor vehicle and/or pedestrian access by way of a driveway or open lawn area is also granted on each tract, to the extent that such may be reasonably necessary, from the front tract line to the rear tract line to any utility company having an installation or repair in the easement. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or public utility company is responsible. Tracts 17, 18, 19, 20, 21, and 26 are subject to an existing natural gas line easement over said tracts in favor of Albany Gas Utility Company (Deed Book 96, page 670). Tracts 29, 30, and 31 are subject to an electric transmission line easement in favor of East Kentucky RECC (Deed Book 38, page 46).
- (5) **SINGLE WIDE MOBILE HOMES PROHIBITED.** Single wide mobile homes are strictly prohibited.
- (6) **STREETS.** All streets are hereby dedicated to the use of the Owners and traveling parties.

- (7) **GARBAGE AND REFUSE DISPOSAL.** No tract shall be used or maintained as a waste operation or as a collection dumping ground for rubbish, trash, garbage, or other waste.
- (8) **JUNK, METAL SALVAGE, MOTOR VEHICLE SALVAGE OPERATION PROHIBITED.** No tract shall be used or maintained as a junk, metal salvage, or motor vehicle salvage operation.
- (9) **POULTRY AND SWINE.** Poultry and swine are specifically prohibited from being raised, bred, or kept on any tract.
- (10) **ENFORCEMENT.** If the owners or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing and/or to recover damages, costs, legal fees or other dues arising from said violation. The Developers shall have no obligation to maintain any action to enforce any restriction in this Declaration.
- (11) **SEVERABILITY.** Invalidity of any one of the covenants herein by judgment or court order shall not in any way affect or invalidate any of the other provisions herein, all of which shall remain in full force and effect for the designated twenty-five years plus extended periods.
- (12) **NO REVERTER.** No restrictions or provisions herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed as of the day and date first above written.

John Perry Tuggle
John Perry Tuggle

Virginia Tuggle Taylor
Virginia Tuggle Taylor

Jane Tuggle Morris
Jane Tuggle Morris

Robert A. Tuggle
Robert Tuggle

James Tuggle
James Tuggle

Glen Ray Tuggle
Glen Ray Tuggle

Joe F. Tuggle
Joe F. Tuggle

Barbara Tuggle Huie
Barbara Tuggle Huie