

BRUNER GRASSY CREEK 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 Carter County, Grayson, Kentucky.
2. Any mobile 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 home or mobile 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. 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).
8. No shack, tent, camper, school bus, or recreational vehicles shall be used as a residence, either temporary or permanent except a camper which may be used to live in up to a year while monitoring the building of a home. Campers and tents may be used for recreational purposes and must be set back a minimum of 50 feet from the center of the existing road.
9. Any permanent residence erected on said lots shall be at least 500 square feet of indoor heated area (excluding basement and garage) and shall have a finished siding such as rustic wood, frame, brick veneer, press board, or contemporary siding.
10. 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.
11. While said property is under mortgage with Bruner Land Company, no timber shall be removed (sold) from said property without written permission from Bruner Land Company, Inc.
12. Where protective covenants and Carter County Zoning Ordinances are in conflict, the stricter requirement will prevail.
13. 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.
14. Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
15. 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.