

## RECIPROCAL RESTRICTIVE COVENANTS

**THIS RECIPROCAL RESTRICTIVE COVENANT AGREEMENT** [the "Agreement"] made this May 1<sup>st</sup>, 2020, by and between **ROD FUSSINGER and CLAIRE FUSSINGER**, husband and wife, of 1892 Coach Trail, Hebron, KY 41048, (hereinafter "Seller") and **KENTUCKY LODGING AND DEVELOPMENT COMPANY, INC.**, a Ky. corp., of 150 Scenic View Dr., Corbin, KY 40701, (hereinafter "Buyer").

**WHEREAS**, in consideration of the mutual benefit to the parties and no further monetary consideration, Seller and Buyer agree to restrictive covenants on the tracts described as follows:

### WITNESSETH:

**WHEREAS**, Seller is the owner of that certain tract or parcel of land lying and being off of Ky. Hwy. 36 W. near Cynthiana, Harrison County, KY 41031, which is part of the property Seller owns by virtue of Deed Book 284, Page 642, Harrison County Clerk's Office, Kentucky (The "A Tract"); and,

**WHEREAS**, Buyer has purchased a portion of the Tract or parcel of land contiguous to the "A Tract" and lying and being off of Ky. Hwy. 36 W. near Cynthiana, Harrison County, KY 41031 (The "B Tract"). The "A Tract" and the "B Tract" each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"; and

**WHEREAS**, Seller and Buyer desire to establish certain rights and restrictions benefiting and burdening the "A Tract" and "B Tract", as hereinafter provided,

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the provisions of this Agreement, and no further monetary consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Seller and Buyer do hereby covenant and agree as follows:

1. **Easements**. There is no access easement necessary. A and B Tracts both have direct access to Ky. Hwy. 36 W.

This Agreement does not restrict the use and development of the A Tract or the B Tract except as stated herein. It is not the intent of this Agreement to limit the right of Seller to alter, demolish, redevelop, or improve the remainder of Tract A unless expressly stated herein to the contrary. See Final Site Plan attached hereto.

2. **Benefited Parties/Binding Effect**. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the "A Tract" and the "B Tract" and shall run with the land and be binding upon the Tracts. The owners of the "A Tract" and the "B Tract" may delegate the right to use the easements and enforce the restrictions granted

herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

3. **Restrictions on "A Tract"**. Seller covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the A Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

4. **Use Restrictions on "A Tract" and "B Tract"**. Each of A and B Tract owners covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any sleeping apartments or lodging rooms; (o) any veterinary hospital (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

5. **Manner of Performing Work**. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount

of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

6. **Duration**. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

7. **Miscellaneous**. This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, affiliates, assigns or assignees is leasing or otherwise occupying the "B Tract". Time is of the essence in this Agreement.

**IN TESTIMONY WHEREOF**, witness the signature of Buyer and Seller as of the date set forth next to their respective signatures below.

### **CERTIFICATION**

Come the undersigned, being the Seller and Buyer, and after first being duly sworn, do hereby state that the consideration recited herein is true and correct, and same is the full consideration exchanged between the parties.

**SELLER:**

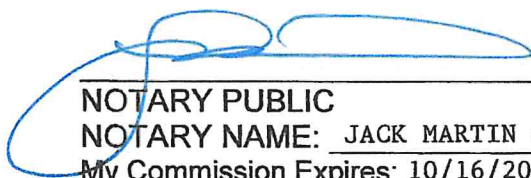
  
\_\_\_\_\_  
ROD FUSSINGER

  
\_\_\_\_\_  
CLAIRE FUSSINGER

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing was subscribed, sworn to and acknowledged to before me this May 1st, 2020 by Rod Fussinger and Claire Fussinger, husband and wife, as Seller herein.

  
\_\_\_\_\_  
NOTARY PUBLIC  
NOTARY NAME: JACK MARTIN GOINS  
My Commission Expires: 10/16/2020  
Notary ID# 565444

**BUYER:**

KENTUCKY LODGING AND  
DEVELOPMENT COMPANY, INC.,  
a Ky. corp.

BY:   
\_\_\_\_\_  
JAMES DAVID MYERS, President


COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing was subscribed, sworn to and acknowledged to before me this May 1st, 2020 by James David Myers, President of Kentucky Lodging and Development Company, Inc., as Buyer herein.

  
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NOTARY PUBLIC  
NOTARY NAME: JACK MARTIN GOINS  
My Commission Expires: 10/16/2020  
Notary ID# 565444

THIS INSTRUMENT PREPARED BY:



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