

**DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS AND RECIPROCAL EASEMENTS OF  
BEWO PROPERTIES, LLC  
AND  
LOTS OF WHEELS, LLC  
FOR  
HUSBAND ROAD COMMERCIAL CENTER**

THIS DECLARATION is made on this 25<sup>th</sup> day of October, 2016, by BEWO PROPERTIES, LLC, an Indiana limited liability company, (hereinafter referred to as "BEWO"), and LOTS OF WHEELS, LLC, a Kentucky limited liability company, (hereinafter referred to as "Wheels"), as the owners and Developers of that certain real property located in Paducah, McCracken County, State of Kentucky, known as "Husband Road Commercial Center". BEWO and Wheels shall be collectively referred to as the "Developers.")

WITNESSETH:

WHEREAS, BEWO is the owner of certain real property located in Paducah, McCracken, Kentucky, more particularly described on **Exhibit A** attached hereto and made a part hereof, which property was acquired by BEWO by deeds dated May 11, 2016, of record in Deed Book 1321, page 626, dated May 3, 2016, of record in Deed Book 1322, page 173, and dated May 3, 2016, of record in Deed Book 1322, page 178, McCracken County Court Clerk's Office (the "BEWO Property"); and

WHEREAS, Wheels is the owner of certain real property located in Paducah, McCracken, Kentucky, more particularly described on **Exhibit B** attached hereto and made a part hereof, which property was acquired by Wheels by deeds dated April 25, 2016, of record in Deed Book 1321, Page 820; dated April 12, 2016, of record in Deed Book 1319, Page 714; and dated July 20, 2016, of record in Deed Book 1325, Page 681, McCracken County Court Clerk's Office (the "Wheels Property") (the BEWO Property and the Wheels Property shall be collectively referred to as the "Commercial Development"); and

WHEREAS, the Developers have caused to be developed and continue to develop the Commercial Development as a commercial development generally known as "Husband Road Commercial Center"; and

WHEREAS, in order to establish a general integrated plan for the improvement and development of the Commercial Development, the Developers desire to subject the land and buildings constituting the Commercial Development to certain conditions, restrictions, easements, and covenants, upon and subject to which the Commercial Development shall be held, transferred, sold, leased, conveyed, and occupied for the benefit of the current owners and all future owners of the Commercial Development; and

NOW, THEREFORE, the Developers hereby declare that the Commercial Development shall be held by the Developers and each subsequent owner subject to the conditions, restrictions, easements, and covenants contained in this Declaration which shall run with the land and be binding upon all parties having any right, title or interest in the herein described real property, their heirs, successors and assigns and shall inure to the benefit of the Developers and each subsequent owner.

**ARTICLE I**  
**DEFINITIONS**

The following terms shall be defined as set forth below:

1. Parcel I-BEWO. The area of the Commercial Development described on **Exhibit A** and identified on **Exhibit C**.
2. Parcel II-BEWO. The area of the Commercial Development described on **Exhibit A** and identified on **Exhibit C**.
3. Parcel III-BEWO. The area of the Commercial Development described on **Exhibit A** and identified on **Exhibit C**.
4. Parcel I-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
5. Parcel II-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
6. Parcel III-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
7. Parcel IV-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
8. Parcel V-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
9. Parcel VI-WHEELS. The area of the Commercial Development described on **Exhibit B** and identified on **Exhibit C**.
10. Stormwater Drainage Easement A. The Area of the Commercial Development, consisting of 0.8095 acres, established and designated as same on the Waiver of Subdivision Plat for BEWO Properties LLC, of record in Plat Section M, Page 1028, McCracken County Court Clerk's Office (identified on **Exhibit C**), and the facilities and improvements located thereon.

11. Stormwater Drainage Easement B. The Area of the Commercial Development, consisting of 3.6813 acres, established and designated as same on the Waiver of Subdivision Plat for BEWO Properties LLC, of record in Plat Section M, Page 1028, McCracken County Court Clerk's Office (identified on **Exhibit C**), and the facilities and improvements located thereon.

12. Recreational Vehicles. Motor vehicles and/or trailers equipped with living space and amenities found in a home, including but not limited to pop-ups, campers, travel trailers, and fifth wheels.

**ARTICLE II  
PROTECTIVE COVENANTS**

1. Parcels I-BEWO, II-BEWO, III-BEWO are hereby subject to the following protective covenants:

- a) The retail sale of motor fuel products and tobacco products shall not be permitted.
- b) The retail sale of packaged alcohol or liquor shall not be permitted. This shall not be construed as prohibiting the sale of alcohol or liquor by the drink by any restaurant, hotel, bar or business located within the Commercial Development.

2. Parcel I-BEWO is hereby subject to the following protective covenant:

- a) The retail sales of motorcycles or all-terrain vehicles shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles or all-terrain vehicles taken in on trade.

3. Parcels II-BEWO and III-BEWO are hereby subject to the following protective covenants:

- a) The retail sale, service or storage of recreational vehicles shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of recreational vehicles taken in on trade.
- b) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser.

4. Parcels I-WHEELS, II-WHEELS and IV-WHEELS are hereby subject to the following protective covenants:

- a) The retail sale of motor fuel products and tobacco products shall not be permitted.

- b) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.
- c) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser.

5. Parcel III-WHEELS is hereby subject to the following protective covenants:

- a) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.
- b) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser. This covenant shall not be construed as prohibiting the installation and utilization of high-rise signs.

6. Parcels V-WHEELS and VI-WHEELS are hereby subject to the following protective covenants:

- a) The retail sale of motor fuel products and tobacco products shall not be permitted.
- b) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.

7. Parcels I-WHEELS, II-WHEELS, IV-WHEELS, V-WHEELS and VI-WHEELS are hereby subject to the following protective covenant:

The retail sale of packaged alcohol or liquor shall be prohibited with the exception that one (1) full service liquor store may be allowed on either Parcel I-WHEELS, II-WHEELS, IV-WHEELS, V-WHEELS or VI-WHEELS. This shall not be construed as prohibiting the sale of alcohol or liquor by the drink by any restaurant, hotel, bar or business located within the Commercial Development. The full service liquor store shall be restricted from selling tobacco, with the exception of cigars.

**ARTICLE III  
EASEMENTS OVER AND MAINTENANCE OF  
STORMWATER DRAINAGE FACILITIES**

1. The Developers hereby establish a non-exclusive easement over the Stormwater Drainage Easement A and Stormwater Drainage Easement B (collectively referred to as the "Stormwater Easements") in favor of any owner or occupant of any portion of the Commercial Development so as to permit proper stormwater management in accordance the local zoning ordinance and subdivision regulations.

2. The Stormwater Easements, including all facilities, structures, improvements, appurtenances thereto, must at all times be maintained in safe, clean and good condition. By acceptance of a deed, the owners and occupants of Parcels I-BEWO, II-BEWO, Parcels I-WHEELS, II-WHEELS, III-WHEELS and IV-WHEELS, agree to be responsible for and pay its proportionate share of the repair, maintenance, and replacement costs associated with the Stormwater Easements (the "Maintenance Assessment.") The Maintenance Assessment shall be proportioned as follows:

|                   |        |
|-------------------|--------|
| Parcel I-BEWO     | 67.88% |
| Parcel II-BEWO    | 13.82% |
| Parcel I-WHEELS   | 4.45%  |
| Parcel II-WHEELS  | 4.3 8% |
| Parcel III-WHEELS | 4.66%  |
| Parcel IV-WHEELS  | 4.81%  |

3. Any Maintenance Assessment levied shall constitute a lien upon the Parcel and improvements against which the Maintenance Assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the parcel and shall be enforceable against the real estate by foreclosure or otherwise by the Developers and/or the owners or occupants of Parcels I-BEWO, II-BEWO, Parcels I-WHEELS, II-WHEELS, III-WHEELS, and IV-WHEELS.

**ARTICLE IV  
RECIPROCAL EASEMENTS**

1. The Developers hereby establish and incorporate herein all other non-exclusive easements as established by the waiver of subdivision plats more particularly described on **Exhibits A and B** in favor of any owner or occupant of any portion of the Commercial Development so as to permit the construction, maintenance and use of all apparatus necessary to provide utility services to the parcels occupied by each owner or occupant.

2. Notwithstanding anything in this Declaration to the contrary, all public utilities and connections to public utilities located in the public utility easement(s) as established by the Waiver of Subdivision Plats more particularly described on Exhibits A and B shall be underground.

3. No owner or occupant of any parcel in the Commercial Development shall have any claim or cause of action against the Developers or its licensees arising out of the exercise or non-

exercise of any easement reserved hereunder or shown on the aforesaid plats except in cases of willful or wanton misconduct.

**ARTICLE V  
RESUBDIVISION OF PARCELS**

1. No resubdivision of any parcel in the Commercial Development is allowed without prior written approval of the Developers. Notwithstanding the foregoing, Parcel I – BEWO may be subdivided/resubdivided without approval of the Developers any time after two (2) years from the date of the conveyance from the Developer(s) to the initial purchaser. This covenant shall not be construed as prohibiting the Developer from the resubdivision of any parcel in which it retains ownership. This right shall include without limitation the right to revise, resubdivide and change the size, shape, dimension and location of such retained parcels within the Commercial Development and/or the relocation, opening or closing of streets within the Commercial Development. Subject only to instances of extreme interference with any owner or occupant of any other parcel in the Commercial Development of his/her/its use and enjoyment of such parcel, each parcel owner or occupant upon purchase of the parcel agrees to and does waive any right to object to any revising, resubdividing or changes as aforementioned; provided that they are implemented in accordance with good civil engineering standards.

**ARTICLE VI  
REMEDIES**

1. Enforcement. Developers and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
2. Cumulative Rights; Waiver. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

1. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
2. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect. In the event there is any conflict between these covenants, conditions and provisions and the zoning ordinances of the

City of Paducah and/or the County of McCracken, such shall be resolved in favor of the more restrictive provisions.

3. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or of any other provision set forth herein.

4. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Commercial Development in perpetuity. This Declaration may only be amended by a written amendment executed and acknowledged by 100 percent (100%) of the original lot owners or their successors and/or assigns, which amendment document shall be filed of record with the McCracken County Court Clerk. Further, if Newcomb Oil Co., LLC, is not the current owner of Parcel III-Wheels, but is still doing business in McCracken County, Newcomb Oil Co., LLC, shall also join in any amendment.

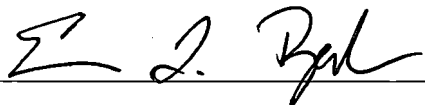
**ARTICLE VIII  
EFFECTIVE DATE**

The effective date of this Declaration shall be the date it is lodged of record in the office of the McCracken County Court Clerk.

WITNESS the signature of the Developers as of the date first above written.

**DEVELOPERS:**

**BEWO PROPERTIES, LLC**

By: 

Title: MANAGER

**LOTS OF WHEELS, LLC**

By: 

Title: MANAGER

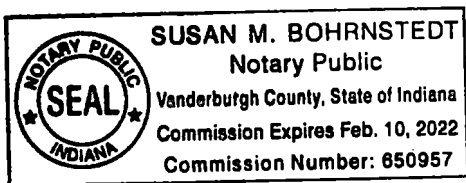
STATE OF Indiana )


529

COUNTY OF Warrick )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2016, by EVAN L. BECK, MANAGER (title), of BEWO Properties, LLC, an Indiana limited liability company, on behalf of said company.

My commission expires 2/10/2022



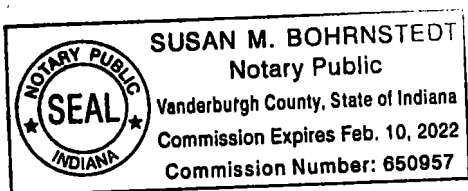
  
Notary Public, State at Large  
Notary ID # 650957


STATE OF Indiana )

COUNTY OF Warrick )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2016, by EVAN L. BECK, MANAGER (title), of Lots of Wheels, LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires 2/10/2022



  
Notary Public, State at Large  
Notary ID # 650957

This instrument prepared by:

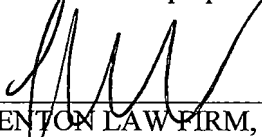
  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

EXHIBIT A

530

PARCEL I-BEWO

BEING TRACT D, CONTAINING 29.1231 ACRES, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT FOR BEWO PROPERTIES LLC, OF RECORD IN PLAT SECTION M, PAGE 1028, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO BEWO PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, BY DEEDS DATED MAY 11, 2016, OF RECORD IN DEED BOOK 1321, PAGE 626, AND DATED MAY 3, 2016, OF RECORD IN DEED BOOK 1322, PAGE 173, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

PARCEL II-BEWO

BEING TRACT B, CONTAINING 5.9374 ACRES, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT FOR BEWO PROPERTIES LLC, OF RECORD IN PLAT SECTION M, PAGE 1028, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO BEWO PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, BY DEED DATED MAY 3, 2016, OF RECORD IN DEED BOOK 1322, PAGE 178, AND A PART OF DEED DATED MAY 3, 2016, OF RECORD IN DEED BOOK 1322, PAGE 173, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

PARCEL III-BEWO

BEING TRACT E, CONTAINING 35.3864 ACRES, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT OF THE BEWO PROPERTIES, LLC, TRACT "E" OF RECORD IN PLAT SECTION M, PAGE 1035, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO BEWO PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, BY DEED DATED MAY 3, 2016, OF RECORD IN DEED BOOK 1322, PAGE 173, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

**EXHIBIT B**

**531**

**PARCEL I-WHEELS**

BEING TRACT 1, CONSISTING OF 1.9197 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION OF THE LOTS OF WHEELS, LLC PROPERTIES, OF RECORD IN PLAT SECTION M, PAGE 1018, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO LOTS OF WHEELS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED APRIL 25, 2016, OF RECORD IN DEED BOOK 1321, PAGE 820, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

**PARCEL II-WHEELS**

BEING TRACT 2, CONSISTING OF 1.889 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION OF THE LOTS OF WHEELS, LLC PROPERTIES, OF RECORD IN PLAT SECTION M, PAGE 1018, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO LOTS OF WHEELS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED APRIL 25, 2016, OF RECORD IN DEED BOOK 1321, PAGE 820, AND DEED DATED APRIL 12, 2016, OF RECORD IN DEED BOOK 1319, PGE 714, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

**PARCEL III-WHEELS**

BEING TRACT 3, CONSISTING OF 2.0000 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION OF THE LOTS OF WHEELS, LLC PROPERTIES, OF RECORD IN PLAT SECTION M, PAGE 1018, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO LOTS OF WHEELS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED APRIL 25, 2016, OF RECORD IN DEED BOOK 1321, PAGE 820, AND DEED DATED APRIL 12, 2016, OF RECORD IN DEED BOOK 1319, PGE 714, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

**PARCEL IV-WHEELS**

BEING TRACT 4, CONSISTING OF 2.0620 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION OF THE LOTS OF WHEELS, LLC PROPERTIES, OF RECORD IN PLAT SECTION M, PAGE 1018, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO LOTS OF WHEELS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED APRIL 25, 2016, OF RECORD IN DEED BOOK 1321, PAGE 820, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

**PARCEL V-WHEELS**

BEING REVISED TRACT C1, CONSISTING OF 5.084 ACRES, AS SHOWN ON THE WAIVER OF SUBDIVISION PLAT FOR BRUCE HALVORSON OF RECORD IN PLAT SECTION "M", PAGE 49, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

PARCEL VI-WHEELS

BEING TRACT C2, CONSISTING OF 2.301 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION OF THE MIKE SMITH [AKA MICHAEL DAN SMITH] PROPERTY OF RECORD IN PLAT SECTION "L", PAGE 1990, MCCRACKEN COUNTY CLERK'S OFFICE.

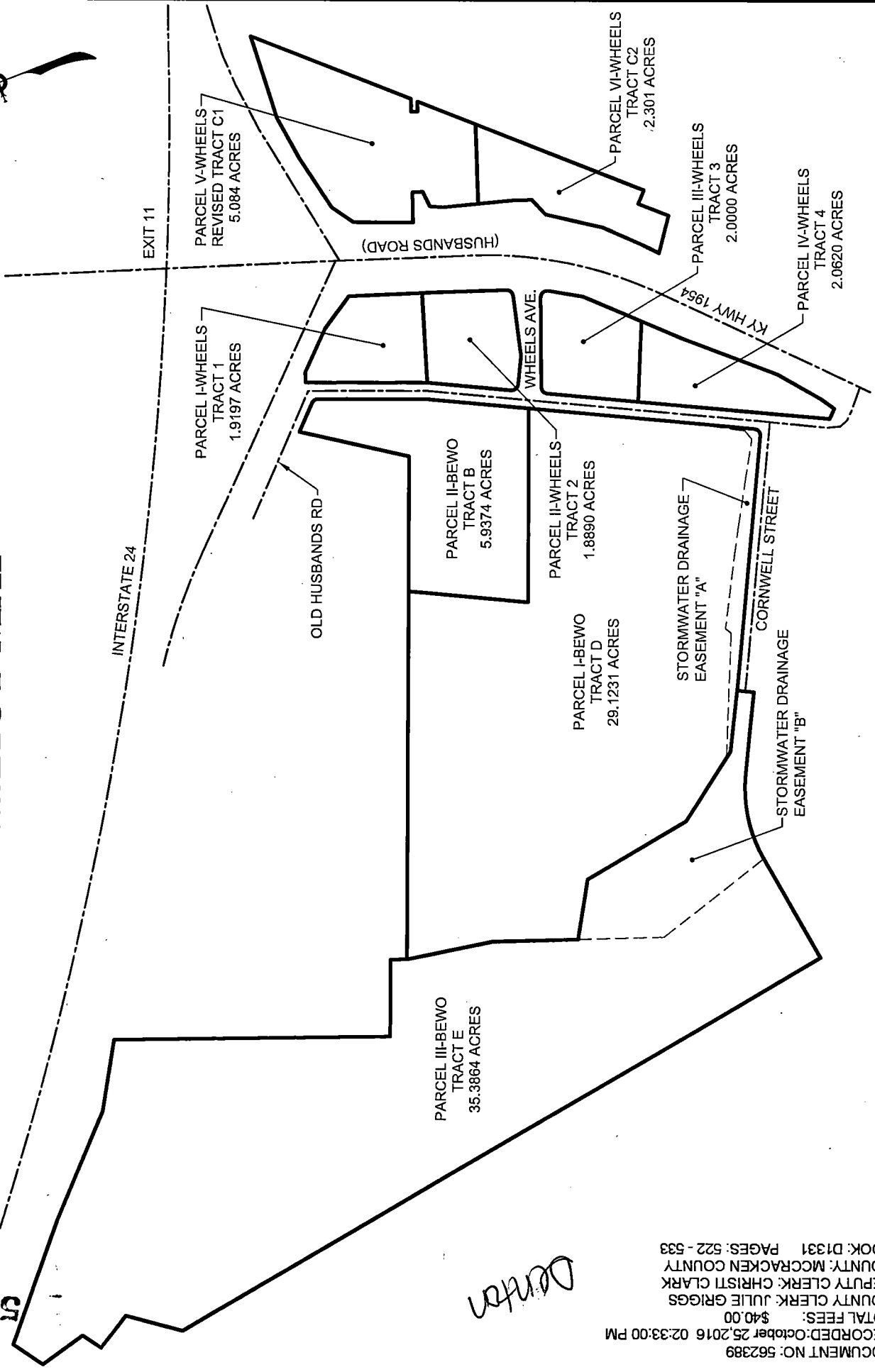
BEING THE SAME PROPERTY CONVEYED TO LOTS OF WHEELS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED JULY 20, 2016, OF RECORD IN DEED BOOK 1325, PAGE 681, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

EXHIBIT "C"

TRACT MAP



03 11



*Denton*

DOCUMENT NO: 562389  
 RECORDED: October 25, 2016 02:33:00 PM  
 TOTAL FEES: \$40.00  
 COUNTY CLERK: JULIE GRIGGS  
 DEPUTY CLERK: CHRISTI CLARK  
 COUNTY: MCCRACKEN COUNTY  
 BOOK: D1331 PAGES: 522 - 533