

DECLARATION OF COVENANTS AND RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this _____ day of December, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose address is 200 East Main Street, Lexington, Kentucky 40507 (herein "LFUCG"), and **NAMI LEXINGTON (KY), INC.**, a Kentucky corporation, whose principal address is 498 Georgetown Street, Suite 100, Lexington, Kentucky 40508 (herein "Organization"). Organization is the holder of an interest of the property in Fayette County, Kentucky, described on **Exhibit A** attached hereto and made a part hereof ("Property").

WITNESSETH:

That, for and in consideration of an agreement to hold and use the Property for the public purpose of providing programs, activities, and services consistent with Organization's mission to assist those with mental health challenges, Organization has been awarded funds by LFUCG in the amount of **ONE HUNDRED FORTY ONE THOUSAND AND TWO HUNDRED ELEVEN DOLLARS AND 00/100 CENTS (\$141,211.00)** ("Funds") to facilitate the purchase of the Property, subject to the following covenants and restrictions.

1. **OWNERSHIP OF THE PROPERTY.** In consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization covenants that they shall retain ownership of the property for a period of not less than fifteen (15) years from the date that this Declaration is recorded ("Covenant Period").
2. **MAINTENANCE OF THE PROPERTY.** During the Covenant Period, Organization shall improve, maintain, and preserve the Property in good condition, repair, and working order.
3. **PERMITTED USE OF THE PROPERTY.** During the Covenant Period, and in consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization shall continue to operate and provide services consistent

with Organization's mission to provide services to individuals with mental health challenges and shall utilize, manage, and maintain the Property for the general benefit of the community in Lexington, Fayette County, Kentucky, through the provision of programs and activities consistent with Organization's mission, and pursuant to the terms of the corresponding Memorandum of Agreement between LFUCG and Organization and this Declaration.

4. **ENFORCEMENT.** The covenants set forth in this Declaration shall run with the land described above and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by LFUCG, their successors and assigns. The failure of Organization to abide by the covenants and restrictions set forth herein shall result in Organization repaying the awarded sum of \$141,211.00, prorated by the period of the Covenant Period remaining, calculated in accordance with the schedule set forth in the corresponding Memorandum of Agreement between LFUCG and Organization. Such failure shall also result in the exercise of all rights and remedies by LFUCG as set forth in the Memorandum of Agreement between LFUCG and Organization.

Notwithstanding the foregoing, LFUCG shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are in violation of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

This covenant shall continue in effect from the date this Declaration is recorded, through fifteen (15) years from this date. Only LFUCG, or its successors and assigns, has the right to release this Declaration prior to its expiration date.

IN WITNESS WHEREOF, LFUCG and Organization have executed this Declaration as of the date set forth above.

SIGNATURE PAGES TO FOLLOW

THIS INSTRUMENT PREPARED BY:

Tiffany Amber Holskey, Esq.
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
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EXHIBIT A

865 869 SPARTA COURT

BEING, all of Lots 2 and 3, Block "A", of Versailles Heights Subdivision, Unit 1, Amended Plat of which is of record in Plat Cabinet D, Slide 540, in the Fayette County Court Clerk's Office, to which plat reference is hereby made for a more particular description of the property conveyed; the improvements on said premises being known and designated as 865 Sparta Court and 869 Sparta Court; and,

Being the same property conveyed to Daniel Clark and Lisa Gunther Clark, his wife, by deed dated December 4, 1987, of record in Deed Book 1462, Page 599, in the Fayette County Clerk's Office.