

History of Covenants on the Property Currently Owned by Lick Run Properties, LLC

Information below is from the Sale Deed to the Flannick's dated 9/22/2003 (Book 426, Page 769). Note that the +/- 11 acre property with the house and barn is a portion of the 51.030 acre property noted below. The 39.339 and 46.334 acre properties are still owned by the Grantees noted below. The 51.030 acre property is no longer owned by the Grantors noted below.

The real estate conveyed herein shall be subject to the following restrictive covenants, which said restrictive covenants shall be in full force and effect, and shall encumber the 39.339 acre parcel and said 46.334 acre parcel conveyed herein for so long as said 51.030 acre parcel is owned by the grantors herein, or either of them, or by their daughters, namely, Jennifer A. Deal Foley or Nichole A. McCracken Kvarita. Covenant Nos. 2, 3, and 4, shall be in full force and effect, and shall also encumber the 51.030 acre parcel being retained by the grantors herein for so long as said 39.339 acre parcel and said 46.334 acre parcel are owned by either of the grantees herein, or their son, Jason A. Flannick:

Since the 51 acre property referred to above is no longer owned by the parties mentioned above, only covenants 2, 3, and 4 remain in effect and encumber the +/- 11 acre parcel now owned by Lick Run Properties, LLC. Here are those covenants:

2. No kennels, animal farming, raising, or boarding of animals shall be performed on said real estate.

3. No mobile homes, trailers, double-wides, etc., or any home containing less than 1000 square feet of living space shall be constructed or placed on said real estate.

4. Said property shall be kept in a neat and orderly state at all times, and no trash, junk cars, etc., shall be permitted on said real estate.

*Please note that this document was created by Lick Run Properties, LLC for information purposes only. Interested parties should have their own attorney review the original documents for confirmation.*

There is an open question about whether hunting is allowed on the property. Here's the section from the same deed that speaks to hunting.

Richard Jordan and Chrissy Jordan, his daughter, shall have the right to hunt on said 51.030 acre parcel, while same is owned by the grantors herein. This is a right personal to each of them, and expires upon each of their deaths. Otherwise, the parties hereto further stipulate, contract and agree that there shall be no hunting of any nature on either the real estate conveyed, or the remaining 51.030 acre parcel which is being retained by the grantors herein.

This paragraph provides a right to hunt to the two individuals mentioned, as long as they own the 51.030 acre parcel. It forbids hunting otherwise. However, there was no restriction on hunting placed in the itemized list of covenants earlier in the document so it does not appear to be a permanent covenant on the property that conveys through the chain of title. If the original intent was to permanently prohibit hunting on the 51.030 parcel, then it should have been writing into the list of covenants with an exception given to allow hunting for the two individuals as long as they owned the 51.030 acre parcel.

A 40' non-exclusive right of way is described in that same deed. Per the description of the right of way in the document, it has expired because the Grantors did not construct a home on the 51.030 acre parcel making use of the right of way.

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