

DEED OF RESTRICTIONS

BOOK 1466 PAGE 271

for

THE HARRODS HILL EAST SUBDIVISION

UNIT I

LOTS 1, 2, 25-42

WHEREAS, C. B. MCEACHIN, Trustee of the Davis Family Children's Irrevocable Trust, (hereinafter referred to as "Owner"), is the owner and subdivider of Unit I of the Harrods Hill East Subdivision, Lots 1, 2 and 25-42, to the City of Lexington, Kentucky;

WHEREAS, the Developer desires to maintain uniformity as to the use and occupancy of all lots in said units of said subdivision by the creation of certain restrictions as to the use and occupancy of the lots in said units.

NOW THEREFORE, the Owner does hereby establish the following covenants, conditions, and restrictions as to the use and occupancy of all the lots in said Unit I of said Harrods Hill East Subdivision as shown by Plat of record in the Fayette County Court Clerk's Office in Plat Cabinet H, Slide 131, as follows:

1. ALL property in said Unit shall be used for single family residential purposes only.
2. ALL driveways and approaches shall be constructed of Portland Cement Concrete or asphalt.
3. NO buildings with identical front elevations and identical roof lines shall be constructed on adjacent lots.
4. NO commercial vehicle or truck over 3/4 ton shall be regularly parked on any lot or street in the Subdivision other than for delivery or construction purposes unless housed within a garage; and no person shall engage in major car repairs for others at any time.

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mail to Landoine Co
3200 Landoine Dr
Lexington, Ky 40502

5. THESE covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. ANY lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. SHOULD the owner of any lot fail to maintain the lawn, the Owner, or its assigns, may enter such lot to cut grass and/or weeds and remove any debris necessary and collect its costs of labor and material plus 25% from the owner of said lot.

8. NO recreational vehicle, trailer or boat shall be parked in any front yard or on any street in the Subdivision for a period in excess of twenty-four (24) consecutive hours or in any manner that may be construed as an intentional attempt to circumvent this restriction.

9. NO noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

10. ANYONE cutting into or tunneling under or damaging in any manner, the street, sidewalk or road serving said lots must repair and restore the street, sidewalk or road to its original condition, all at such person's own risk and expense. This shall not be construed as any permission or consent by the Developer and shall not create any liability on the Developer of the Harrods Hill East Subdivision, express or implied.

11. NO building or structure of a temporary character, including but not limited to, trailers, basements, tents, shacks, garages, barns or other buildings other than residence buildings, shall be used upon any lot in said unit at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack, barn or unmoveable vehicle be used and/or maintained upon any lot in said subdivision at any time, whether temporarily or permanently.

12. NO animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot in said unit of said subdivision; provided, however, dogs, cats and/or other household pets may be kept and maintained upon said lots if they are not kept, bred or maintained for any commercial reason or purpose.

13. Any fences erected on property shall be approved by Developer and no fence, wall or hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the recorded plat in the Fayette County Clerk's Office and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations.

14. NO signs shall be permitted on property, house number and name plates excepted, except those which the Developer may deem fit.

15. NO city or municipality shall be formed during the development and initial sale of this subdivision unless approved by the Developer.

16. NO additional subdivision of a lot shall be made to reduce the size of the lot without permission of the Developer and appropriate governmental bodies.

17. MINIMUM size of living area for a primary construction shall be as follows, based of the house type:

- One-floor plan	2,000 Sq. Ft.
- 1-1/2 Story (Main Floor)	1,600 (2,200 total)
- Split Foyer (Main Floor)	1,800 Sq. Ft.
- Split Level	2,400 Sq. Ft.
- Two-Story	2,400 Sq. Ft.

Garages and basements are not considered living areas for the purpose of these restrictions.

18. ALL houses must be a two-car attached or basement garage.

19. THE plans and specifications of any and all residences shall be approved by the Owner or his duly authorized representative, before the erection of any improvement is begun. A plot plan must be submitted to show the diagram of the residence and any outbuilding as the same shall be located upon the lot when completed. Any additional building or alteration of the original buildings shall be approved by the Owner or his duly authorized representative, before construction is commenced.

20. AS construction on each lot is completed, sod shall be placed from the edge of the paved street to the building line of the main structure and across the entire width of the lot, and six feet (6') around the side and back of the structure, with the exception of sidewalks and driveways. The remaining rear yard shall be graded and seeded or sodded.

21. AS construction of the improvements are completed, each lot shall be landscaped with at least two (2) shade trees in the front yard. This is in addition to the required street trees. Property owner shall be required to replace any street trees damaged by his actions. Street tree shall match in specie, quality and size the tree that was destroyed at the time it was destroyed.

22. NO building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty feet (30') to the front lot line, or nearer than thirty feet (30') to any side street line. In any event, all buildings shall be located upon any lot in such manner as to conform to the applicable regulations of the Lexington-Fayette County Planning and Zoning Commission.

23. NO earthen material of any type shall be placed in the 100-year flood plan as indicated on the Final Record Plat.

24. NO satellite dishes of any kind shall be located in any front yards, side yards or elevated above ground on poles or towers, or mounted on roof tops. Any satellite dishes located in rear yards shall be screened with living plant material and shall be approved by Developer.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this the 13 day of January, 1988.


C. B. McEachin
C. B. McEACHIN, Trustee of the
Davis Family Children's
Irrevocable Trust

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this the 13 day of January 1988, by C. B. McEachin, Trustee of the Davis Family Children's Irrevocable Trust, on behalf of said trust.

My commission expires: 3-29-91

Robert S. Strawn
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY



WITNESSED BY:
Robert S. Strawn
STATE OF KENTUCKY
COUNTY OF FAYETTE

STATE OF KENTUCKY
COUNTY OF FAYETTE
I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1466 PAGE 274 IN MY SAID OFFICE.
DONALD W. BLEVINS, CLERK
BY *D. W. Blevins* D.C.

ORDERED TO RECORD
PAID \$ 12.00 INC. TAX
JAN 14 11 41 AM '88
DONALD W. BLEVINS
FAYETTE COUNTY CLERK
BY *D. W. Blevins* D.C.

OWNER'S CERTIFICATION

I do hereby certify that we are the owners of record of the property-platted herein which is recorded in deed book volume 144, page no. 777, in the Fayette County Clerk's office; do hereby adopt this as our plan of lots for this property; do hereby dedicate the streets and any other spaces so indicated to public use; and do establish that the easements shown hereon are reserved for the use so indicated and no structure, tree, or other obstruction of any kind shall be erected or permitted to remain upon or over any portion of said easements and do hereby dedicate the same to the public use of the people of this State; and do hereby certify that before any lot hereon is sold or transferred to a purchaser shall be notified in the contract of sale of any private utilities (water, gas, electric, telephone, and where applicable, post-office, sewers) not installed, and the deed or contract shall contain a statement that no building occupancy certificate may be secured until any such utility is installed.

Owner: _____ Date: 10-9-87
 Address: _____ Date: _____
 Witness: _____ Date: _____
 Address: _____ Date: _____

SITE STATISTICS:

- TOTAL AREA OF SITE: 20.371 ac.
- 42 LOTS ZONED R-1C 2.924 ac.
- AREA IN STREET ROW: 17.977 ac.
- AREA IN LOTS: 2.352 lots/4.1 ac.
- DISPERSED: 2.352 lots/4.1 ac.
- LENGTH OF 50' ROW STREETS: 2074.92 LF

ENGINEER'S AND SURVEYOR'S CERTIFICATE

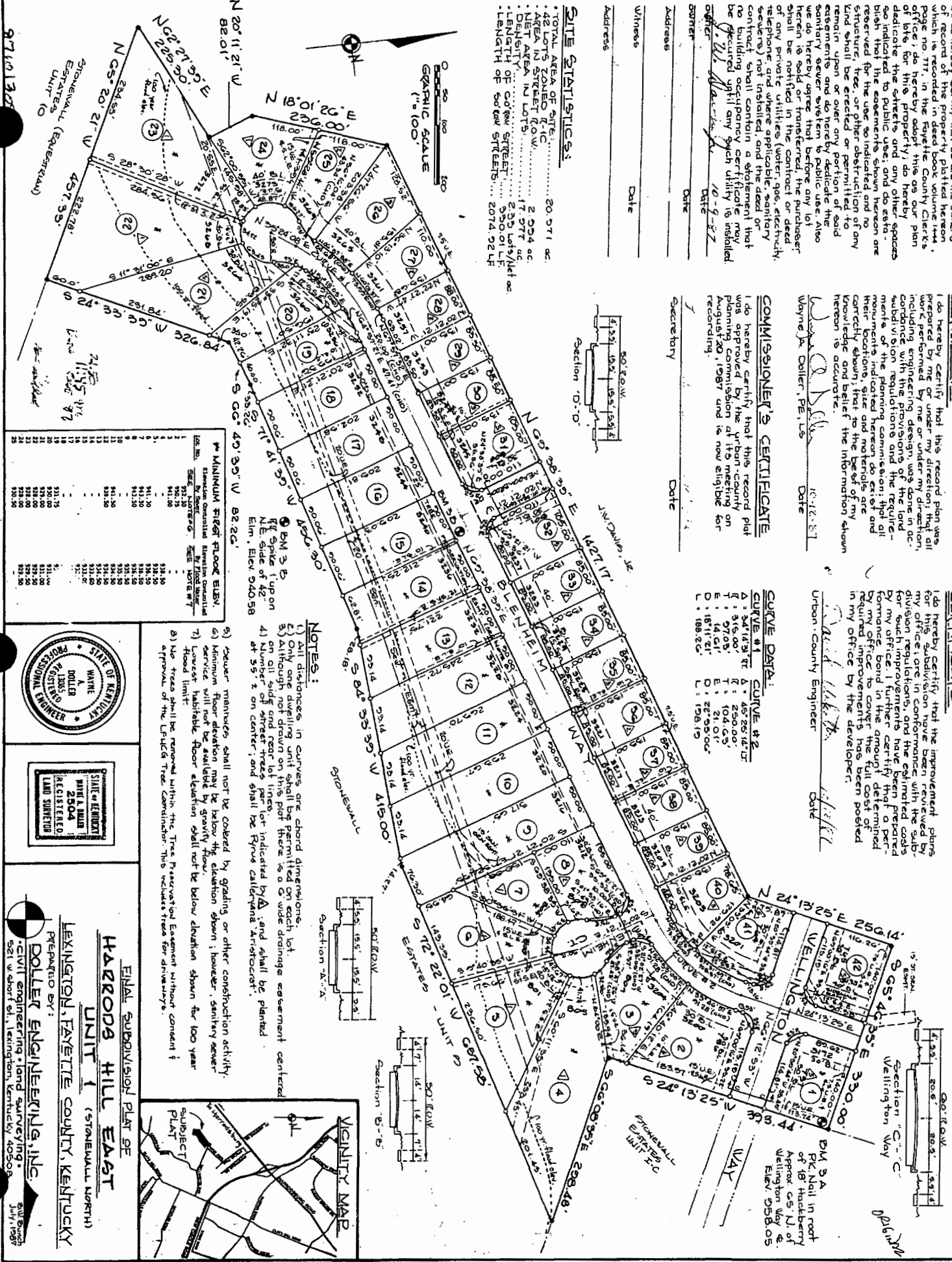
I do hereby certify that this record plan was prepared by me or under my direction; that all included engineering design was done in accordance with the regulations of the Kentucky Board of Professional Engineers and Surveyors; that all measurements indicated hereon do exist and correctly shown; that to the best of my knowledge and belief the information shown hereon is accurate.

Wayne J. Diller, P.E., L.S.
 Date: 10-9-87
 Secretary: _____ Date: _____

URBAN-COUNTY ENGINEER'S CERTIFICATE

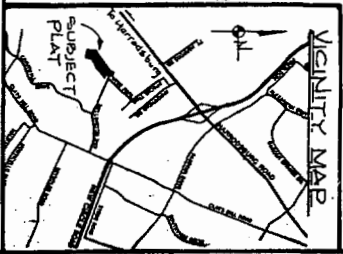
I do hereby certify that the improvement plans for this subdivision have been reviewed by my office; are in conformance with the subdivision regulations; and the estimated costs for such improvements have been prepared by my office. I further certify that a performance bond in the amount determined by the regulations to cover the full cost of required improvements has been posted in my office by the developer.

Urban County Engineer: _____ Date: _____
 CURVE DATA:
 CURVE #1: Δ: 34.143° R: 45.2814' D: 1.9822°
 CURVE #2: Δ: 45.2814° R: 45.2814' D: 1.9822°
 Δ: 14.141° R: 121.01' D: 1.1811°
 Δ: 27.2814° R: 121.01' D: 1.1811°
 Δ: 18.112° R: 121.01' D: 1.1811°



NOTES:

- All distances in curves are chord dimensions.
- Only distances in curves shall be permitted on each lot.
- Although not drawn on this plat, a 6" wide drainage easement centered on all side and rear lot lines.
- Number of street trees to be planted shall be indicated by Δ and shall be planted at 5' ± on center; and shall be Pyrus calleryana Aristocrat.
- Sewer manholes shall not be covered by grading or other construction activity.
- Minimum floor elevation may be below the elevation shown; however, sanitary sewer service will not be available by gravity flow.
- Lowest habitable floor elevation shall not be below elevation shown for 100 year flood limit.
- Up trees shall be removed within the Tree Preservation Easement without consent & approval of the Unified Tree Commission. This includes trees for driveways.



FINAL SUBDIVISION PLAT OF
HAROLD HILL EAST
UNIT 1 (STONEWALL NORTH)
 PREPARED BY:
DOLTER ENGINEERING, INC.
 CIVIL ENGINEERING AND SURVEYING
 521 W. 4th St., Lexington, Kentucky 40508
 DATE: July, 1987