

255-6385

DEED OF RESTRICTIONS  
for  
RABBIT RUN SUBDIVISION  
UNIT 3

BOOK 1555 PAGE 391

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 3 of the Rabbit Run Subdivision, 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 3 of said Rabbit Run Subdivision, as shown by Plat of record in the Fayette County Court Clerk's Office in Plat Cabinet H, Slide 385, 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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*hold R.S.S*

*CAB H SLIDE 385*

*IN UNIT 1*

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 conditions, 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 Rabbit Run 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 unmovable 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 on the house type.

- One-floor plan	2,200 Sq. Ft.
- 1-1/2 Story	2,600 Sq. Ft.
- Split Foyer (Main Floor)	1,800 Sq. Ft.
- Split Level	2,400 Sq. Ft.
- Two-Story	2,600 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 that 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 1 day of August, 1990.

*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 1 day of August, 1990, by C. B. McEachin, Trustee of the Davis Family Children's Irrevocable Trust, on behalf of said trust.

My commission expires: 3-29-91

*Barbara A. Johnson*

PREPARED BY: ROBERT S. STROTHER, PSC  
3-H, Bank One Plaza  
Lexington, Kentucky 40507

BY: *Robert S. Strother*

ORDERED TO RECORD  
PAID \$12.00 INC. TAX

AUG 3 9 27 AM '90

CLERK OF COURTS  
FAYETTE COUNTY, KY  
BY *[Signature]*

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 1555 PAGE 394 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK  
BY *[Signature]* D.C.



RELEASE OF EASEMENT

BOOK 1589 PAGE 543

THIS RELEASE OF EASEMENT, made and entered into on this the 4 day of June, 1991, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government, pursuant to KRS Chapter 67A, whose address is 200 E Main St, Lexington, Kentucky 40507, Party of the First Part, and THE RABBIT RUN DEVELOPMENT COMPANY, whose address is 3200 Lansdowne Drive, Lexington, Kentucky 40502, Party of the Second Part.

W I T N E S S E T H :

WHEREAS, through a certain plat of record in Cabinet I, Slide 143, in the Fayette County Court Clerk's Office, the Party of the First Part acquired a utility easement from Party of the Second Part, over certain property owned by Party of the Second Part; and

WHEREAS, a portion of the existing easement is no longer required by the Party of the First Part and First Party desires to release and extinguish its interest in and to the portion of said easement as more particularly described below.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the Party of the First Part hereby RELEASES and QUITCLAIMS unto the Party of the Second Part, its successors and assigns forever, from the terms of a portion of such easement, all of its right, title and interest in and to the following real property located in Fayette County, Kentucky, and more particularly described as follows, to-wit:

Being a portion of the J. W. Davis Property, Lot 10, Unit III, Section I, Rabbit Run Subdivision, Lexington, Fayette County, Kentucky, of record at Cabinet I, Slide 143, in the Office of the Fayette County Court Clerk and being further described as follows: 809 Comanche Circle

Beginning at a point in the eastern right-of-way of Comanche Circle, said point being the Southwest property corner of Lot 10, Unit III, Section I, Rabbit Run Subdivision; thence with said right-of-way along a curve to the left described by an arc having a radius of 40.5 feet and whose chord is North 68 degrees 43 minutes 34 seconds West 7.96 feet, an arc distance of 7.97 feet to the true

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BOOK 1589 PAGE 544

point of beginning of the easement being released; thence continuing with said right-of-way along a curve to the left described by an arc having a radius of 40.5 feet and whose chord is North 77 degrees 12' 54" West 4.02 feet, an arc distance of 4.02 feet to a point where the 40.5 foot radius meets a 75 foot radius; thence continuing with said right-of-way along a curve to the right described by an arc having a radius of 75.00 feet whose chord is North 61 degrees 52' 18" West 4.14 feet, an arc distance of 4.14 feet to a point; thence leaving said right-of-way North 72 degrees 23' 03" East 185.46 feet to a point in the rear lot line of Lot 10; thence with said rear lot line South 34 degrees 42' 36" East 5.23 feet to a point; thence leaving said rear lot line South 72 degrees 23' 03" West 180.64 feet to the true point of beginning and containing 0.0211 acres.

It is the intention of the Party of the First Part to forever extinguish its easement interest in the area described above, and the Party of the Second Part, its successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interest of the Party of the First Part.

IN WITNESS WHEREOF, the Party of the First Part has hereby caused its corporate name to be affixed by its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Scotty Baerle  
Its: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Scotty Baerle who signed the same as Mayor of the Lexington-Fayette Urban County Government, on this 4<sup>th</sup> day of June, 1991.

My commission expires: November 21, 1992.

Wilma Brown  
Notary Public, State at Large, KY

Prepared by:  
ROBERT S. STROTHER, PSC  
3-H, Bank One Plaza  
Lexington, KY 40507  
(606) 254-3309

By: [Signature]  
Attorney at Law

STATE OF KENTUCKY SCT.  
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 1589 PAGE 544 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK  
BY [Signature] D.C.

PAID \$5.00 TAX  
JUN 20 12 51 PM '91  
DONALD W. BLEVINS  
FAYETTE COUNTY CLERK  
BY [Signature]

ORDERED TO RECORD

RELEASE OF EASEMENT

BOOK 1589 PAGE 545

THIS RELEASE OF EASEMENT, made and entered into on this the 4 day of JUNE, 1991, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government, pursuant to KRS Chapter 67A, whose address is 400 E MAIN ST, Lexington, Kentucky 40502, Party of the First Part, and THE RABBIT RUN DEVELOPMENT COMPANY, whose address is 3200 Lansdowne Drive, Lexington, Kentucky 40502, Party of the Second Part.

W I T N E S S E T H :

WHEREAS, through a certain plat of record in Cabinet I, Slide 143, in the Fayette County Court Clerk's Office, the Party of the First Part acquired a utility easement from Party of the Second Part, over certain property owned by Party of the Second Part; and

WHEREAS, a portion of the existing easement is no longer required by the Party of the First Part and First Party desires to release and extinguish its interest in and to the portion of said easement as more particularly described below.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the Party of the First Part hereby RELEASES and QUITCLAIMS unto the Party of the Second Part, its successors and assigns forever, from the terms of a portion of such easement, all of its right, title and interest in and to the following real property located in Fayette County, Kentucky, and more particularly described as follows, to-wit:

Being a portion of the J. W. Davis Property, Lot 14, Unit III, Section I, Rabbit Run Subdivision, Lexington, Fayette County, Kentucky, of record at Cabinet I, Slide 143, in the Office of the Fayette County Court Clerk and being further described as follows: 804 Comanche Circle

Beginning at a point in the western right-of-way of Comanche Circle, said point being the Northeast property corner of Lot 14, Unit III, Section I, Rabbit Run Subdivision; thence with said right-of-way along a curve to the right described by an arc having a radius of 50.00 feet whose chord is North 55 degrees 44 minutes 38 seconds West 5.09 feet, an arc distance of 5.09 feet to the true point of

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BOOK 1589 PAGE 546

beginning of the easement being released; thence leaving said right-of-way South 44 degrees 48 minutes 40 seconds West 119.03 feet to a point in the rear lot line of Lot 14; thence with said rear lot line N 65 degrees 46' 36" West 5.34 feet to a point; thence leaving said rear lot line N 44 degrees 48' 40" East 120.49 feet to a point in the western right-of-way of Commanche Circle; thence with said right-of-way along a curve to the left described by an arc having a radius of 50 feet whose chord is South 49 degrees 57' 07" East 5.02 feet, an arc distance of 5.02 feet to the true point of beginning and containing 0.0137 acres.

It is the intention of the Party of the First Part to forever extinguish its easement interest in the area described above, and the Party of the Second Part, its successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interest of the Party of the First Part.

IN WITNESS WHEREOF, the Party of the First Part has hereby caused its corporate name to be affixed by its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Scotty Buesler  
Its: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Scotty Buesler who signed the same as Mayor of the Lexington-Fayette Urban County Government, on this 4<sup>th</sup> day of June, 1991.

My commission expires: November 21, 1992.

Wilma Brown  
Notary Public, State at Large, KY

Prepared by:  
ROBERT S. STROTHER, PSC  
3-H, Bank One Plaza  
Lexington, KY 40507  
(606) 254-3309

By: [Signature]  
Attorney at Law

STATE OF KENTUCKY  
COUNTY OF FAYETTE SCT.

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1589 PAGE 545 IN MY SAID OFFICE.

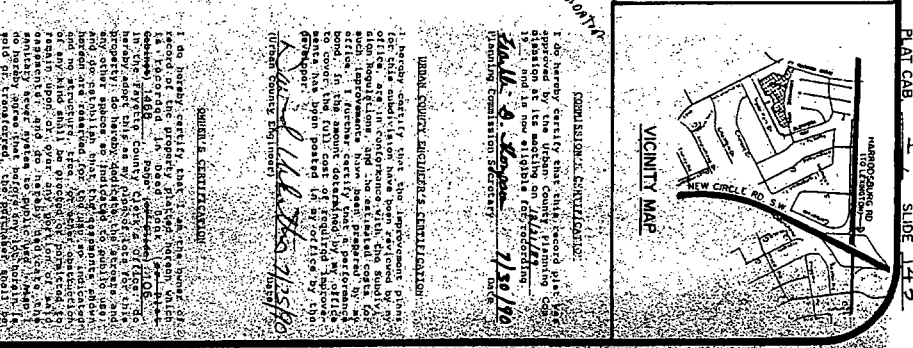
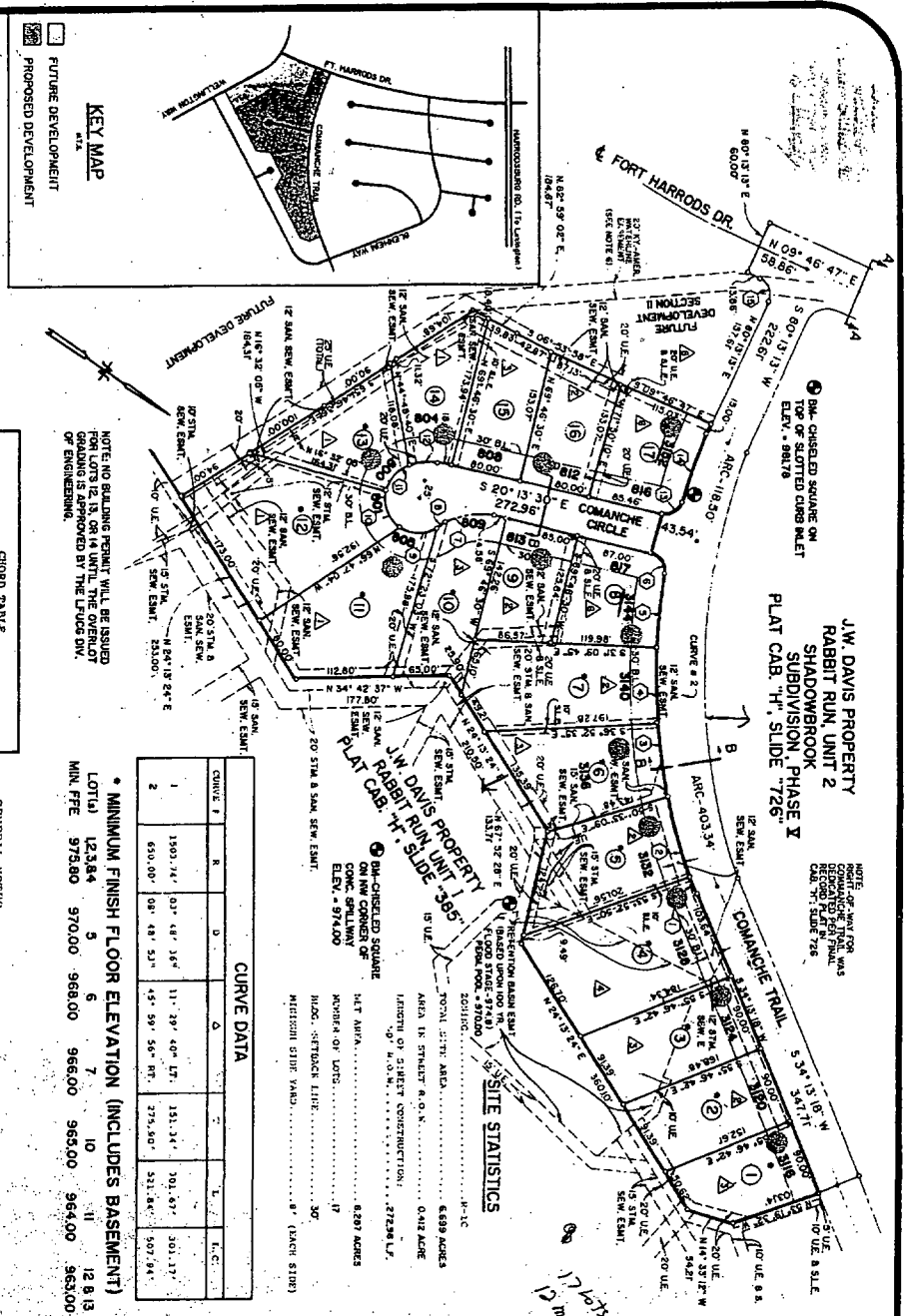
DONALD W. BLEVINS, CLERK  
BY: [Signature] D.C.

BY: [Signature]  
FAYETTE COUNTY CLERK

JUN 20 12 51 PM '91  
PAID 4.50 TAX

ORDERED TO RECORD





NO.	CHORD	CHORD BEARING
1	22.35'	S 35° 10' 14" W
2	97.56'	S 40° 15' 49" W
3	84.94'	S 48° 00' 54" W
4	84.94'	S 55° 13' 48" W
5	85.06'	S 62° 27' 00" W
6	27.35'	S 22° 55' 05" W
7	59.23'	S 41° 50' 18" E
8	11.96'	S 71° 34' 20" E
9	42.72'	S 21° 15' 11" E
10	45.99'	S 35° 10' 14" W
11	43.50'	N 84° 26' 31" W
12	32.91'	N 35° 26' 32" W
13	27.35'	N 63° 22' 13" W
14	79.27'	S 76° 51' 14" W
15	28.28'	S 35° 13' 14" W

CURVE #	R	D	Δ	T	L	P.C.
1	1500.74'	07° 48' 36"	11° 29' 40" LT	151.34'	70.57'	201.17'
2	630.00'	09° 48' 52"	45° 59' 56" RT	379.50'	51.84'	507.94'

MINIMUM FINISH FLOOR ELEVATION (INCLUDES BASEMENT)  
 LOT 1 12334 5 6 7 10 11 12 8 13  
 MIN. FFE 973.80 970.00 966.00 966.00 965.00 964.00 963.00

- GENERAL NOTES**
- ONE DWELLING UNIT PER LOT.
  - SEWER MANHOLES SHALL NOT BE COVERED BY GRADING, PILING, OR ANY OTHER CONSTRUCTION ACTIVITY.
  - THE STREET TREES REQUIRED HEREIN SHALL BE MAINTAINED BY THE PROPERTY OWNER. PROTECTION OF MAIN TRUNKS SHALL BE THE RESPONSIBILITY OF THE OWNER AND ORDINARY APPEARANCE, FREE FROM REPAIRS AND DEBRIS AT ALL TIMES. TOPPING TREES OR THE SEVERE CUTTING OF LIMBS TO STUBS LARGER THAN THREE (3) INCHES IN DIAMETER WITHIN THE TREE CROWN TO SUCH A DEGREE AS TO REMOVE THE NORMAL CANOPY SHALL NOT BE PERMITTED.
  - NO TREES MAY BE REMOVED WITHOUT THE APPROVAL OF THE TREE COORDINATION CENTER.
  - NUMBER OF TREES PER LOT INDICATED BY A "N" AND SHALL BE PLANTED AT 15' ON CENTER AND SHALL BE ANTI-CORCANT PRUN, CARAPATTE, OR THORNLESS HONEYLOCUST.
  - NO STRUCTURES ARE PERMITTED NOR IS GRADING ALLOWED WITHIN THE 20' X.V. AMERICAN WATERLINE EASEMENT SHOWN HEREON.
  - A HOMEOWNER'S ASSOCIATION PROVIDING FOR EQUITABLE COORDINATION RESPONSIBILITY OF RETENTION BASIN EASEMENT MAINTENANCE SHALL BE REQUIRED CONSISTING OF LOTS 2, 3, 4 AND 5 AS SHOWN HEREON.



**ENGINEER'S AND SURVEYOR'S CERTIFICATION**

I, the undersigned, being a duly Licensed Professional Engineer and a Licensed Professional Surveyor in the State of Kentucky, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer and a Licensed Professional Surveyor in the State of Kentucky. I am a duly Licensed Professional Engineer and a Licensed Professional Surveyor in the State of Kentucky. I am a duly Licensed Professional Engineer and a Licensed Professional Surveyor in the State of Kentucky.

*[Signatures]*

**URBAN COUNTY ENGINEER'S CERTIFICATION**

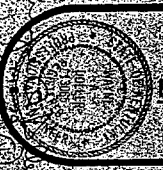
I, the undersigned, being a duly Licensed Professional Engineer in the State of Kentucky, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Kentucky. I am a duly Licensed Professional Engineer in the State of Kentucky. I am a duly Licensed Professional Engineer in the State of Kentucky.

*[Signature]*

**COMMISSIONER'S CERTIFICATION**

I do hereby certify that this plat, second day of August, 1988, was approved by the Urban County Planning Commission at its meeting on 8/1/88.

*[Signature]*



FINAL RECORD PLAT OF  
**L.W. DAVIS PROPERTY**  
**RABBIT RUN SUBDIVISION**  
 UNIT III, SECTION I  
 BEING IN CLAY COUNTY, KENTUCKY

