

DEED OF RESTRICTIONS
FOR RABBIT RUN SUBDIVISION, UNIT 5
(ST. STEPHENS GREEN)

WHEREAS, BARLOW HOMES, INC., a Kentucky corporation (hereinafter referred to as "Developer") is the owner of the property hereinafter described; and

WHEREAS, the Developer desires to maintain uniformity with respect to the use and occupancy of the property hereinafter described in order to enhance and to maintain its value, and to render it more attractive in appearance;

NOW, THEREFORE, the Developer hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of the property designated as J. W. Davis Property, Rabbit Run Subdivision Unit 5 (St. Stephens Green) of record in Plat Cabinet J, Slide 1 ("Development"), as more particularly described herein:

1. Residential Purposes. No lot shall be used except for residential purposes.

2. Temporary Structure. 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.

3. Construction and Area. The minimum floor area of a single family structure, exclusive of porches, garages and basements, shall be as follows:

- A. One (1) Story: 1500 square feet plus two (2) car attached garage (garage does not count in square footage);
- B. One and one-half (1-1/2) Story: 1,000 square feet on first floor, 600 square feet on second floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage);
- C. Two (2) Story: 900 square feet on each floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage).

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- 1 -

MAIL TO:
McBRAYER MCGINNIS
LESLIE & KIRKLAND
163 WEST SHORT STREET
SUITE 300
LEXINGTON, KY 40507

Note: In computing each of the floor area requirements above, a garage in the basement shall not be construed as an attached garage and the area of any basement shall not be counted.

4. Front Elevation. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent lots without the permission of Developer.

5. Building Setback Lines. 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; however, averaging shall be permitted. All buildings shall conform to the applicable regulations of the Lexington-Fayette County Planning and Zoning Commission.

6. Approval of Building Plans. The plans and specifications of any and all residences shall be approved by the Developer or its duly authorized representative before the erection of any improvement is begun. A plot plan must be submitted to show the diagram of the residence 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 Developer or its duly authorized representative before construction commences.

7. Outbuildings. No detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Developer.

8. Fences. No chain link fence of any kind shall be permitted on any lot. 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.

9. Driveways. All driveways and approaches shall be constructed of Portland Cement concrete, asphalt or paving brick.

10. Landscaping. As construction of the improvements on each lot is completed, landscaping shall be done as follows:

A. The front of each lot shall be landscaped with a minimum of six (6) shrubs and at least two (2) shade trees in the front yard in addition to the required street trees. The property owner shall be required to replace any street trees damaged by his action. Street

tree shall match in species, quality and size the tree that was destroyed at the time it was destroyed. No existing tree may be removed without permission of the Developer. All street trees will be planted in unison at a time designated by Developer based on completion of Development.

B. 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.

C. No earthen material of any type shall be placed in the 100-year flood plain as indicated on the Final Record Plat.

11. Garden. No garden, except those enclosed within a permissible fence, shall be placed on any lot nearer to any street than the minimum building setback line.

12. Averaging. Improvements, other than fences and gardens, may be constructed in such a manner that any encroachment with respect to the minimum building setback line shall be averaged in accordance with the rules and regulations promulgated by the Lexington-Fayette Urban County Government.

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

14. Easements; Subject To. Any property shall be conveyed subject to the building line and utility easements as shown on the recorded plat(s).

15. Animals. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on 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.

16. Satellite Dishes. 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.

17. Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. Maintenance. Should the owner of any lot fail to maintain the lawn, the Developer or its assigns may enter such lot to cut grass and/or weeds and remove any debris necessary, and collects its costs of labor and material plus twenty five percent (25%) from the owner of said lot.

19. Mailboxes. All mailboxes must be approved by Developer prior to construction, and in accordance with exhibit "A" attached hereto.

20. Parking. 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; no person shall engage in major car repairs for others at any time. 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.

21. Streets and Sidewalks. 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 this Subdivision, either expressed or implied.

22. Signs. No signs shall be permitted on property, house numbers name plates and real estate signs excepted, except those which the Developer may deem fit.

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

24. Subdivision of Lots. 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.

25. IT IS UNDERSTOOD THAT MEMBERSHIP IN THE RABBIT RUN HOMEOWNERS ASSOCIATION AND RABBIT RUN RECREATION CENTER IS REQUIRED FOR ALL HOMEOWNERS IN RABBIT RUN SUBDIVISION, AND THAT THE PROPERTY DESCRIBED HEREIN IS PART OF RABBIT RUN SUBDIVISION. IT IS UNDERSTOOD THAT RESTRICTIONS REGARDING THESE MEMBERSHIPS ARE ON FILE AT THE FAYETTE COUNTY COURTHOUSE, AND BECOME PART OF ALL DEEDS PASSED.

26. Enforcement. Enforcement of these Restrictions by the Developer, the Association, or any lot owner shall be by proceedings by law or equity against any person or persons

violating or attempting to violate any covenant either to restrain violation or to recover damages. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure.

27. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

28. Term. 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 ten (10) years 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.

29. Area Protected. The above restrictions, covenants and conditions shall apply to only Rabbit Run Subdivision Unit 5 (St. Stephens Green), as shown on plat thereof recorded in the Office of the Fayette County Clerk in Plat Cabinet J, Slide 1, and any amendments thereto.

IN TESTIMONY WHEREOF, Developer, by and through its duly authorized officer, has caused this instrument to be executed on this the 28th day of May, 1993.

BARLOW HOMES, INC., a Kentucky corporation

By: John D. Barlow
JOHN D. BARLOW, President

STATE OF KENTUCKY

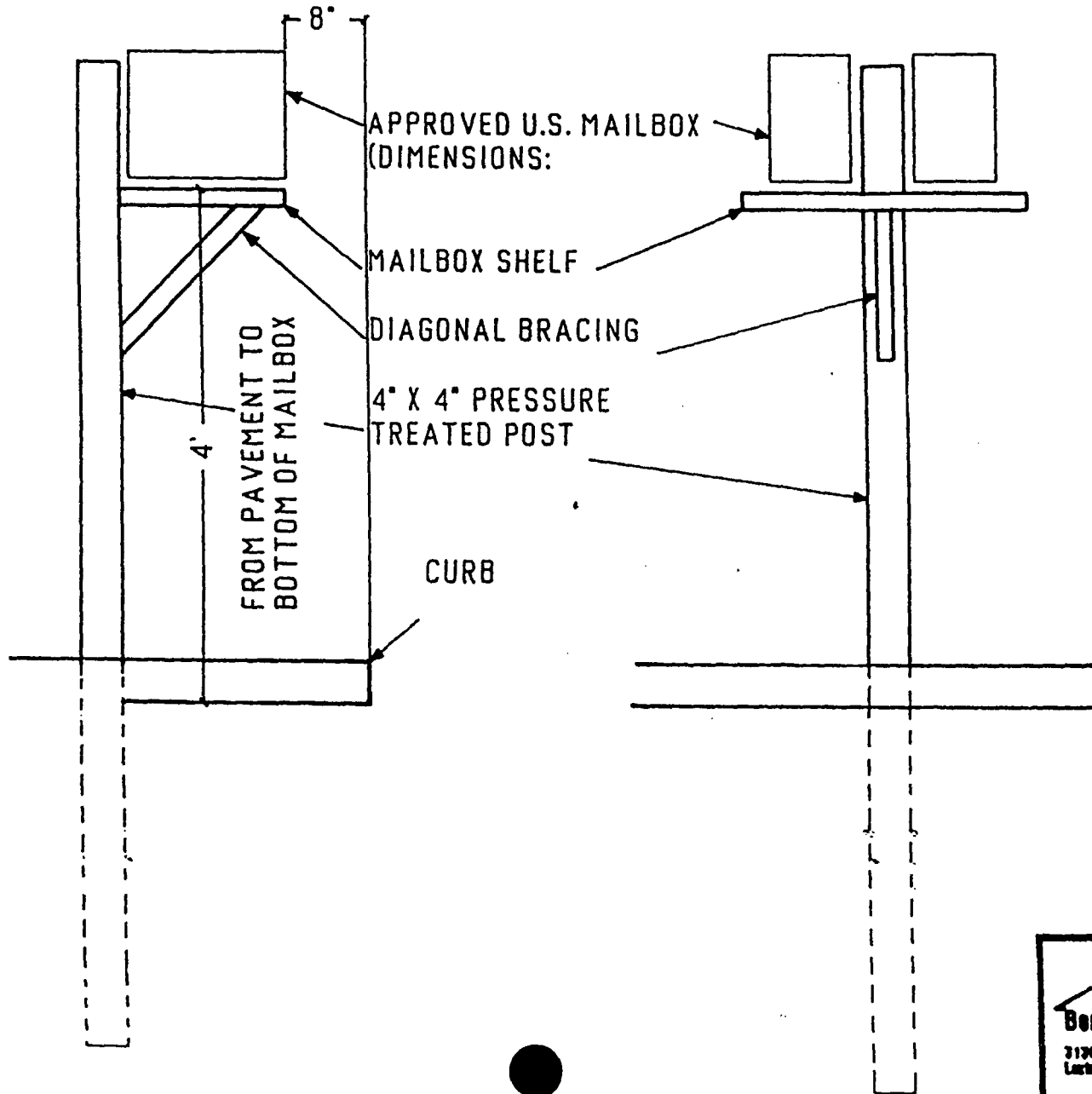
COUNTY OF FAYETTE

The foregoing was signed, sworn to and acknowledged before me on this the 28th day of May, 1993, by John D. Barlow in his capacity as President of Barlow Homes, Inc., a Kentucky corporation, for and on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: 3-11-97

EXHIBIT "A"



THIS INSTRUMENT PREPARED BY:

BOOK 1676 PAGE 101

MCBRAYER, MCGINNIS, LESLIE & KIRKLAND

By:

Megan Lake Thornton

MEGAN LAKE THORNTON
163 W. Short St., Suite 300
Lexington, KY 40507
(606) 231-8780

STATE OF KENTUCKY
COUNTY OF FAYETTE SCT.

I, DONALD W. BLEVINS, CLERK OF
SAID COUNTY COURT HEREBY CER-
TIFY THAT THE FOREGOING INSTRU-
MENT HAS BEEN DULY RECORDED
IN DEED BOOK 1676 PAGE 95
IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK

g.w. McVey D.C.

ORDERED TO RECORD
PAID \$16⁵⁰ INC TAX
MAY 27 3 10 PM '93
BY *Donald W. Blevins* D.C.
STATE OF KENTUCKY
COUNTY CLERK

