

1777- 225

DEED OF RESTRICTIONS
FOR
RABBIT RUN SUBDIVISION
UNIT 8

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 8 of said 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 8 of said Rabbit Run Subdivision, as shown by Plat of record in the Fayette County Court Clerk's Office in Plat Cabinet J, Slide 624 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 or brick or equivalent material.
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.
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 covenant 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 | 1800 square feet |
| - 1 1/2 story | 1800 square feet with a minimum of 1300 square feet on the first floor |
| - 2 story | 2200 square feet |

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. ALL houses must contain a minimum of 50% exterior masonry construction above the foundation or in the event of a 100% siding home the siding will consist of all wood or masonite construction.

20. THE plans and specifications of any and all residences shall be approved by the Developer 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 buildings shall be approved by the Developer or his duly authorized representative before construction is commenced.

21. 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.

22. MEMBERSHIP in the Rabbit Run Homeowner's Association and the Rabbit Run Recreational Center Association is mandatory. Each lot owner shall take said lot subject to and be bound by all of the terms, conditions and covenants set out in the Association documents, including any assessments levied by the Association.

23. 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 on the recorded subdivision plat. All street trees are to be Aristocrat Pear and said planting of street trees will be at the expense of purchaser of lot. Property

owner shall be required to replace any street trees damaged by his actions. Street trees shall match in specie, quality and size the tree that was destroyed.

24. 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 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.

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

26. 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 March, 1995.

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

By C. B. McEachin
C. B. McEACHIN, Trustee

STATE OF KENTUCKY

COUNTY OF FAYETTE

Subscribed, sworn to and acknowledged before me by C. B. McEachin, Trustee of the Davis Family Children's Irrevocable Trust, on this 1 day of March, 1995.

My commission expires: 3-29-95

Barbara A. Johnson
NOTARY PUBLIC, STATE OF KY AT LARGE

