

DEED OF RESTRICTIONS

FOR

BOOK 1371 PAGE 120

THE CUMBERLAND HILL SUBDIVISION, UNIT 1-C AND UNIT 1-D

WHEREAS, CUMBERLAND HILL, a Joint Venture composed of S.L.A. Service Corporation, a Venturer, and Tates Creek Development Company, a Venturer, hereinafter referred to as Developer, and

WHEREAS, the Developer is the owner of Unit 1-C and Unit 1-D, of The Cumberland Hill Subdivision as shown by plats of record in the Fayette County Court Clerk's Office in Plat Cabinet F, Slide 102, and Plat Cabinet F, Slide 103 respectively, and desires to place covenants and restrictions of the lots within said unit to maintain uniformity as to the use and occupancy of said property.

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 unit.

NOW THEREFORE, Cumberland Hill, a Joint Venture, does hereby establish the following covenants, conditions, and restrictions as to the use and occupancy of all the lots in said Unit 1-C and Unit 1-D of said Cumberland Hill Subdivision and shown by Plat of Record in the Fayette County Court Clerk's Office.

1. ALL property in these Units 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 commercial vehicle or truck over 3/4 ton shall be regularly parked on any lot or street in the Subdivision, or other than for delivery or construction purposes, unless housed within a garage; and no person shall engage in major car repairs either for himself or others at any time.
4. 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.
5. THE Developer or any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure.

*Hold F/HF*

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.

6. 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 to collect its costs of labor and material plus 25% from the owner of said lot.

7. 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.

8. 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.

9. ANYONE cutting into or tunnelling under or damaging in any manner the street, sidewalk, or road serving of 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 Developers and shall not create any liability on the Developers of The Cumberland Hill Subdivision, express or implied.

10. NO building or structure of a temporary character, including, but not limited to, trailers, basements, tents, shacks, garages, barns or other building other than residence buildings, shall be used upon any lot in said units 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.

11. NO animals, livestock and/or poultry of any kind shall be raised, bred, or kept upon any lot in said units 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.

12. NO fence, wall, 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 Record Plat in the Fayette County Court 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, and shall be approved by the Developer prior to construction.

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

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

15. No television, radio or other similar microwave receiving dish shall be permitted on any lot.

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 primary construction exclusive of porches, basements, attics, carports and garages, shall be as follows, based on the house type:

- |                             |  |
|-----------------------------|--|
| 1. One-Floor Plan           | 1,800 Sq. Ft.                          |
| 2. 1 1/2 Story (Main Floor) | 1,400 Sq. Ft. (2,100<br>Sq. Ft. Total) |
| 3. 2 Story (Lower Floor)    | 1,100 Sq. Ft. (2,200<br>Sq. Ft. Total) |

The Developer may approve other types of design (so long as such designs contain a minimum of 1,800 Sq. Ft. of living area) provided the living area as defined in this paragraph is substantially similar to the requirements herein specified, at the sole discretion of the Developer.

18. ALL plans for buildings to be erected, placed, altered, or permitted to remain upon any lot shall be subject to approval by the Developer and one complete set of the plans and specifications shall be provided and retained by the Developer. The detailed plans and specifications shall, without limitation, include the color of the brick or paint to be used on the exterior, and shall specify the roof shingles to be used on the structure and the roof pitch, which shall be less than 5 on 12 unless approved by the Developer. It is one of the purposes of these restrictions to cause the construction of residences of external design which will be harmonious one with the other. Bedford stone, Tennessee stone, or similar stone, shall not be permitted, only after photo or sample of particular stone has been approved by the Developer.

19. WHETHER brick or other sidings are used in the erection of the improvements, all foundations must be bricked to grade.

20. AS CONSTRUCTION of the improvements are completed, the lot shall be fully graded and sodded except only the improved area, driveways, patios and sidewalks.

21. ALL houses must have a two car attached or basement garage.

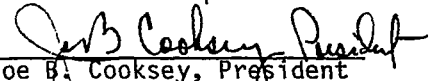
22. AS CONSTRUCTION of the improvements are completed, each lot shall be landscaped with two (2) shade trees in the front yard.

23. AT no time during or after construction shall any trash, dirt, clipped weeds, grass or debris of any type be placed, wasted, or deposited on any lot vacant or otherwise by owner, Contractor or Sub-contractors.

IN WITNESS WHEREOF, Cumberland Hill, a Joint Venture, has caused its name to hereunto be subscribed by its duly authorized partners this the \_\_\_\_\_ day of May, 1985.

CUMBERLAND HILL, a Joint Venture

BY: S.L.A. Service Corporation

BY:   
Joe B. Cooksey, President

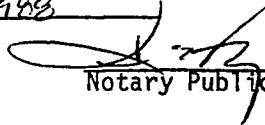
BY: TATES CREEK DEVELOPMENT COMPANY, INC.

BY:   
Joe R. B. Hacker, II, President

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this the 24<sup>th</sup> day of May, 1985, by Joe B. Cooksey, as President of S.L.A. Service Corporation, a Venturer.

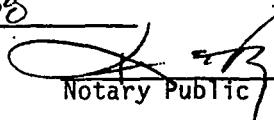
My Commission Expires: 8-1-1988

  
Notary Public

STATE OF KENTUCKY  
COUNTY OF FAYETTE

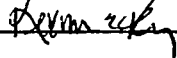
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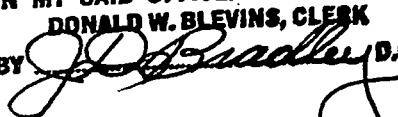
Prepared By:


FLEMING, HORSTMAYER & FLEMING  
6B, Citizens Bank Square  
Lexington, Kentucky 40507

BY: 

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 1371... PAGE 123 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK  
BY:  D.C.

DONALD W. BLEVINS  
FAYETTE COUNTY CLERK  
BY: 

MAY 24 3 30 PM 1985

ORDERED TO RECORD  
PAID \$10.02 REC. TAX