

BOOK 1439 PAGE 374

DEED OF RESTRICTIONS

FOR

THE CUMBERLAND HILL SUBDIVISION, UNIT 1-I

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

WHEREAS, the Developer is the owner of Unit 1-I of The Cumberland Hill Subdivision as shown by plats of record in the Fayette County Court Clerk's Office in Plat Cabinet F, Slide 641, 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, and

WHEREAS, the Developer desires to maintain uniformity as to the use and occupancy of all lots in said unit 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-I 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 or Portland cement concrete or asphalt.

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REF. TO
S.M. RUSCHEN
200 N. UPPER
LEX 40507

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

7. No residential 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 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 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.

11. 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.

12. No fence, wall, hedge or 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 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 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:

- | | |
|---|--|
| a. One-Floor Plan | 1,800 Sq. Ft. |
| b. One & One-Half Story
(Main Floor) | 1,400 Sq. Ft.
(2,100 Sq. Ft. Total) |
| c. Two-Story | 1,100 Sq. Ft.
(2,200 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. 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 Developer.

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

20. As construction of each lot is completed, the lot shall be fully graded and sodded except only for 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. The pitch of the roof must be a minimum of 4 1/2 on 12.

24. 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.

THIS INSTRUMENT PREPARED BY:
Martin, Ockerman & Brabant
200 North Upper Street
Lexington, Kentucky 40507

By John L. Luchtel

ORDERED TO RECORD
PAID \$ 16.50
MAY 1 10 40 AM '87
FAYETTE COUNTY CLERK
BY [Signature]

STATE OF KENTUCKY SCT.
COUNTY OF FAYETTE

I, DONALD W. BLEVINS, CLERK OF
SAID COUNTY COURT HEREBY CER-
TIFY THAT THE FOREGOING INSTRU-
MENT HAS BEEN DULY RECORDED
IN DEED BOOK 1439 PAGE 374
IN MY SAID OFFICE.

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