

DEED OF RESTRICTIONS

FOR

THE HARRODSVIEW SUBDIVISION, UNIT 4

WHEREAS, KELLY T. CHOWNING, JR. and DONNA CHOWNING his wife, herein after referred to as Developers, are the owners of Unit 4, of the HARRODSVIEW Subdivision as shown by plat of record in the Fayette County Court Clerk's Office in Plat Cabinet I, Slide 63, and desire to place covenants and restrictions on the lots within said subdivision to maintain uniformity as to the use and occupancy of said property.

NOW THEREFORE, Kelly T. Chowning, Jr. and Donna Chowning, his wife, do hereby establish the following covenants, conditions, and restrictions as to the use and occupancy of the lots in Unit 4 of said HARRODSVIEW Subdivision and shown by Plat of record in Plat Cabinet I, Slide 63, in the Fayette County Court Clerk's Office:

1. ALL property in this 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 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 restriction 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 effect any of the other provision 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.

MAIL TO:
BILLY SHERKROW
259 W. SHORT
LEXINGTON, KY 40507

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 express or implied.

10. NO building or structure of any 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 said unit(s) at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack, barn or unmovable vehicle be used and/or temporarily or permanently.

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

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 the 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 1700 Sq. Ft.
- 2. 1 1/2 Story (Main Floor) 1200 Sq. Ft.
(1,800 Total)
- 3. Two story 2,200 Sq. Ft.

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 the 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 specification shall be provided and retained by the Developer. The detailed plans and specification 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 not be less than 5 on 12 unless approved by the Developer.

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

20. AS CONSTRUCTION of the improvements are completed, the lot shall be fully graded and sodded front, side and 8' from rear of house.

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.

24. Provided, however, that any existing structures located on Lot 8, Unit 4, of Harrodsview Subdivision, shall be excepted from and excluded from the scope and application of the restrictive covenants set forth herein.

IN WITNESS WHEREOF, the Developers have set their hands this 27 day of July, 1990.

Kelly T. Chowning, Jr.
KELLY T. CHOWNING, JR.
Donna Chowning
DONNA CHOWNING

COUNTY OF FAYETTE)
STATE OF KENTUCKY)

The foregoing instrument was acknowledged before me this 27 day of July, 1990 by KELLY T. CHOWNING, JR. and DONNA CHOWNING.

My commission expires: 2-17-91.

Billy W. Sherrow
NOTARY PUBLIC, STATE AT LARGE

PREPARED BY:

Billy W. Sherrow
BILLY W. (SHERROW
GERALDS, MOLONEY & JONES
259 West Short Street
Lexington, KY 40507
(606) 255-7946

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 1554 PAGE 378 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK
BY J. Lee D.C.

DONALD W. BLEVINS
FAYETTE COUNTY CLERK
BY W. Blevins

JUL 27 11 48 AM '90

ORDERED TO RECORD
PAID \$ 12.00 REC. TAX