

**DEED OF RESTRICTIONS
FOR
THE HARRODS HILL SUBDIVISION, UNIT**

WHEREAS, HARRODS HILL DEVELOPMENT COMPANY, a Kentucky general partnership, is the owner and subdivider of Unit_____. The Harrods Hill Subdivision to the City of Lexington, Kentucky, and

WHEREAS, the Developers desire 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, Harrods Hill Development Company, does hereby establish the following covenants, conditions, and restrictions as to the use and occupancy of all the lots in said Unit_____ of said Harrods Hill Subdivision and shown by Plat of Record in the Fayette County Court Clerk's Office in Plat Cabinet _____, Slide _____ as follows:

1. ALL property in this Unit shall be used for single family residential purposes only.
2. ALL driveways and approaches shall be constructed on Portland Cement Concrete or asphalt.
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 either for himself or 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 covenants herein contained by appropriate legal procedure. Invalidity 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, Harrods Hill Development Company, 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 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 Harrods Hill 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. 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 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 sub-division 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 Developers may deem fit.

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

16. NO additional subdivision of a lot shall be made to reduce the size of the lot without the permission of the Developers and appropriate governmental bodies.

17. MINIMUM size of living area for primary construction shall be as follows, based on the house type:

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|-----------------------------|---------------|
| 1. One Floor Plan | 1,600 Sq. Ft. |
| 2. 1-1/2 Story (Main Floor) | 1,300 Sq. Ft. |
| 3. Split Foyer (Main Floor) | 1,600 Sq. Ft. |
| 4. Split Level | 1,900 Sq. Ft. |
| 5. 2 Story (Lower Floor) | 1,100 Sq. Ft. |

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

19. THE PLANS and specifications of any and all residences shall be approved by Harrods Hill Development Company, or its duly authorized representatives 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 building or alteration of the original buildings shall be approved by Harrods Hill Development Company, or its duly authorized representative before construction is commenced.

20. 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.

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