

DEED OF RESTRICTIONS
FOR MASTERSON STATION SUBDIVISION
UNIT 1-B, Lots 1-21 and 52-61

WHEREAS, MASTERSON PROPERTIES, LLC, a Kentucky limited company, is an owner of the property hereinafter described; and

WHEREAS, the Developer desires to maintain uniformity with respect to the use and occupancy of the property hereinafter described in order to enhance and maintain its value, and to render it more attractive in appearance; and

WHEREAS, the owners and Developer desire to amend the restrictions recorded in DB 1819, Page 415 to mean: All residences will be required to pay a maintenance fee of \$2 per month upon occupancy of said residence. These fees will be administered by the Developer until a neighborhood association is formed. The fee of \$2 per month cannot be changed unless voted by the majority of lot owners:

NOW, THEREFORE, the Developer hereby makes, constitutes, and establishes the following covenants, conditions and restrictions as to the use and occupancy of the property designated as Unit 1-B, of the Masterson Station Subdivision, of record in Plat Cabinet J, Slide 835 ("Development"), as more particularly described herein:

MAIL TO:
STEVE HAYDON
2125 SHELTON RD.
LEX. KY 40515

1. Residential Purposes. No lot shall be used except for residential purposes.

2. Temporary Structure. 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 permanent.

3. Construction and Area. The minimum floor area of a single family structure, exclusive of porches, garages and basements, shall be as follow:

- A. One (1) Story: 1200 square feet plus two (2) car attached garage (garage does not count in square footage);
- B. One and one-half (1 1/2) Story: 1,000 square feet on first floor, 400 square feet on second floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage);
- C. Two (2) Story: 700 square feet on each floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage).

Note: In computing each of the floor area requirements above, a garage in the basement shall not be construed as an attached garage and the area of any basement shall not be counted.

4. Approval of Building Plans. The plans and specifications of any and all residences shall be approved by the Developer or its duly authorized representative before the erection of any improvement is begun. A plat plan must be submitted to show the diagram of the residence as the same shall be located upon the lot when completed. Any additional building or alteration of the original buildings shall be approved by the Developer or its duly authorized representative before construction

commences.

5. Outbuildings. No detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of the Developer.

6. Fences. No chain link fence of any kind shall be permitted on any lot. 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 in 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. All approved fences will have the finished side facing out from said lot. Only "shadow-box" fencing will be allowed at the rear of lots 1 - 7 and on the west side of lot 61.

7. Driveways. All driveways and approaches shall be constructed of Portland Cement concrete, asphalt or paving brick.

8. Landscaping. As construction of the improvements on each lot is completed, landscaping shall be done as follows:

A. The front of each lot shall be landscaped with a minimum of six (6) shrubs and at least two (2) shade trees in the front yard in addition to the required street trees. The property owner shall be required to replace any street trees damaged by his action. Street tree shall match in species, quality and size the tree that was destroyed at the time it was destroyed. No existing tree may be removed without permission of the Developer. All street trees will be planted in unison at a time designated by Developer based on completion of Development.

B. 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.

C. No earthen material of any type shall be placed in the 100-year flood plain as indicated on the Final Record Plat.

9. Garden. No garden, except those enclosed within a permissible fence, shall be placed on any lot nearer to any street than the minimum building setback line.

10. Averaging. Improvements, other than fences and gardens, may be constructed in such a manner that any encroachment with respect to the minimum building setback line and side yard requirements shall be averaged in accordance with the rules and regulations promulgated by the Lexington-Fayette Urban County Government.

11. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Easements: Subject To. Any property shall be conveyed subject to the building line and utility easements as shown on the recorded plat(s).

13. Animals. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on 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.

14. Satellite Dishes. No lot owner shall install a satellite dish or telecommunications unit of any kind, size or proportion on a lot unless approved by the developer in writing.

15. Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. Maintenance. 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 twenty five percent (25%) from the owner of said lot.

17. Mailboxes. All mailboxes must be the approved uniform mailbox selected by the Developer.

18. Parking. No commercial vehicle or truck over one ton shall be regularly parked on any lot or street in the neighborhood other than for delivery or construction purposes unless housed within a garage; no person shall engage in major car repairs for others at any time. No recreational vehicle, trailer or boat shall be parked in any front yard or on any street in the neighborhood 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.

19. Streets and Sidewalks. 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 condition, 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 Subdivision, either expressed or implied.

20. Signs. No signs shall be permitted on property, house numbers, name plates and real estate signs excepted, except those which the Developer may deem fit.

21. Municipality. No city or municipality shall be formed during the development and initial sale of the neighborhood unless approved by the Developer.

22. Subdivision of Lots. 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.

23. Clotheslines. No outside clotheslines shall be erected or

placed on any lot.

24. Foundations. Any foundation exposed over 12" shall be painted a complimentary color to said house.

25. Enforcement. Enforcement of these Restrictions by the Developer, the Association, or any lot owner shall be by proceedings by the law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure.

26. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

27. Term. 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 ten (10) years 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.

IN TESTIMONY WHEREOF, Developer, by and through its duly authorized officer, has caused this instrument to be executed on the 9 day of February, 1996.

MASTERSON PROPERTIES, LLC

BY: Steve Haydon
STEVE HAYDON, PARTNER

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing was signed, sworn to and acknowledged before me on this the 9th day of February, 1996, by Steve Haydon in his capacity as partner of Masterson Properties, LLC, a Kentucky limited liability company, for and on behalf of said company.

Aminda J. Hammond
NOTARY PUBLIC

My Commission Expires: 9-15-99

IN TESTIMONY WHEREOF, Owner, by and through its duly authorized officer, has caused this instrument to be executed on the 9th day of February, 1996.

CUTTER HOMES, LTD.

BY: [Signature] PRESIDENT,
KEN REHFUSS, PRESIDENT

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing was signed, sworn to and acknowledged before me on this the 9th day of February, 1996, by Ken Rehfuss, President of Cutter Homes, LTD., for and on behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires 9-15-99

Prepared BY:

[Signature]

STEVE WAYOOD
2125 SULLY RD.
LEX. KY. 40515

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Bob HOLLIDAY, dc

199602210092

February 21, 1996

09:13:59 AM

Fecs \$22.00

Tax \$0.00

Total Paid \$22.00

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