

RESTRICTIVE COVENANTS AND CONDITIONS
FOR STONEGATE SUBDIVISION, UNIT 1-E

Returned to Kathy Hozyan 8.20.85

WHEREAS, J. PAT WILLIAMS, of Old Hickory Lane, Versailles, Kentucky; TED W. HAHN, of 369 South Mill Street, Lexington, Kentucky; HAROLD H. MULLIS, of Route #2, Harrodsburg Road, Nicholasville, Kentucky; DOUGLAS W. McLONEY, of 3320 Nantucket Road, Lexington, Kentucky; and BOBBY MATTHEWS, of 124 Stourbridge Drive, Versailles, Kentucky, hereinafter called Developers, are the owners of that property described by that certain plat of Stonegate Subdivision, Unit 1-E, which is of record in the office of the Clerk of the Woodford County Court at Plat Cabinet B, Slides 49;

WHEREAS, said Developers desire to maintain uniformity with respect to use and occupancy of said property in order to enhance and maintain its value, and to render it more attractive in appearance; now

THEREFORE, the following restrictions, conditions, covenants, and regulations pertaining to the use, ownership and occupancy of land encompassed with the Plat of Stonegate Subdivision, Unit 1-E, which is of record on Plat Cabinet B, Slides 49, Woodford County Court Clerk's Office, are to run with the land, and shall be binding upon any owner or owners, or his, her or its heirs, personal representatives, successors and assigns, as the case may be, of any lot or part of a lot as shown upon the Plat of said Stonegate Subdivision, Unit 1-E, from the date of the recording of said Plat until 25 years thereafter, at which time, the same shall automatically be extended for successive periods of 5 years, unless an instrument signed by a majority of those then owners of the lots has been recorded agreeing to change said covenants in whole or in part. The Developers may, however, at their discretion, grant written waivers to the

restrictions, conditions, covenants and regulations mentioned herein, when in their judgment such a waiver would not detract from the purposes set out in paragraph (2) herein. Said lots as shown on the aforementioned map or plat are sold subject to the following covenants, conditions, restrictions and limitations, namely:

1. No structure, other than a single family dwelling, the plans, specifications design and location of which have been previously approved in writing by Stonegate shall be erected upon any lot. There shall not be more than one residential building constructed on any one lot. No construction or excavation shall begin until said plans are duly approved.

2. All residential buildings shall be constructed in accordance with the following schedule pertaining to finished living area:

- (a) One story residence with one-car attached garage; 1400 square feet on ground floor, exclusive of garage.
- (b) One story residence with two-car attached garage: 1350 square feet on ground floor, exclusive of two car garage.
- (c) One story residential structure without affixed garage: 1500 square feet on the ground floor.
- (d) One and one-half and Two-story residences: 1000 square feet on the ground floor exclusive of garage with a minimum of 500 square feet above. Both One and one-half and Two-story houses shall have two-car attached garage.

(e) Split foyer: 1150 square feet of living area on one-story with minimum of 1650 square feet total living area.

(f) Split level: 1600 square feet of living area.

3. Unless otherwise approved in writing by the Developers, all residences in this subdivision shall have as their exterior construction, at least 50 percent of the total visible exterior, a masonry construction (i.e., brick, brick veneer, stone, stone veneer, etc.). No more than four inches of the foundation shall be left exposed without being covered by some form of the above referred to exterior facing.

4. No trailer, tent, basement, garage or other temporary building shall be placed or constructed on any lot for use, or used for living quarters. No garden or other farm crops shall be grown or cultivated within 75 feet of the front property line. No noxious or offensive trade or use nor general nuisance shall be conducted, carried on or permitted on any lot in this subdivision.

5. No additional street, or alley across any boundary of this subdivision shall be opened, built, constructed or maintained without prior written approval of Stonegate.

6. All lots contained in this subdivision are sold subject to all easements, or rights of way for drainage, sewers, water lines, gas lines, telephone lines, electric lines, landscape easements and other utilities as shown in the Plat.

7. Each lot shall have a building line setback restriction of 40 feet from the front property line, and each lot shall have a setback restriction from the side property line of a total combined setback from both side property lines of 20 feet, with the minimum setback line from any one side being 8 feet.

8. No lot may be subdivided to contain an area less than that which is shown on the aforesaid map or plat unless approval in writing is secured in advance from Stonegate.

9. A perpetual and exclusive easement is reserved by Stonegate for and to be upon all easements and areas designated on the maps or plats in order that Stonegate may see to the proper installation or maintenance of public utilities and other services which Stonegate may seek to offer to the owners of any lot. It is understood that the rights of the property owner shall be subservient to that of Stonegate in relation to public utility installation and maintenance as well as the installation and maintenance of any other services rendered upon the easement described in the aforementioned map or plat.

10. No chickens, ducks, geese, or other fowl and no swine, cattle, goats or other like animal or animals can be kept or maintained upon any lot, except household pets such as dogs or cats may be maintained, provided that they are not kept, bred or maintained for commercial purposes.

11. No major recreational equipment, including boats and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings and tent trailers shall be parked or stored in the front yard on any lot nor in the sideyard, but shall be confined to the rear portion of any lot. No such equipment shall be used for living, sleeping or house-keeping purposes when parked or stored on any lot. No commercial vehicle larger than a one-half ton truck or van shall be housed, parked or maintained on any portion of any lot or street.

12. Television or other utility cables supplying utility services shall be placed under ground and no additional poles shall

be erected except as a temporary measure during construction. Thus, no aerial TV antennas are permitted and unless special permission is granted in writing, no Citizens Band Antennas are permitted from any structure or on any lot shown on the aforementioned map or plat.

13. There shall be no unattached outbuildings located upon any lot without written approval of Stonegate.

14. All lots shall be kept mowed and shall present a neat appearance at all times. Dirt, rock and other debris shall not be dumped on any lot.

15. Excepting decorative fences which have received prior written approval from Stonegate, no fence shall be erected across the front of any lot and no side lot fences shall be erected past the rear of residence.

16. No commercial enterprise of any kind shall be conducted on any lot, and no sign advertising any commercial enterprise shall be erected thereon.

17. No application for the zoning or rezoning of any lot shall be filed without the written consent of Stonegate.

18. Any person hereto, his or her heirs and assigns, including each and every person who purchases a lot in this subdivision after the recording of these restrictions, shall be bound by the covenants, conditions and restrictions herein outlined, and any violation thereof shall subject such person or persons to prosecutions or any action against them by Stonegate or the owner of any lot or lots in said subdivision, to enforce compliance with the same or for damages as the case may be.

19. If any one or more of these covenants shall be held invalid, such holding shall not affect the other provisions hereof, all of which shall remain in full force and effect.

20. There shall be no exact duplication of exterior plans for adjacent residences without permission from the Developer.

21. Each house shall have two parking spaces off street which cannot be one behind the other.

22. All driveways or approaches to driveways between the back of the roadway curve and the sidewalk shall be of cement concrete pavement and any other portion of the driveway shall be bituminous or cement concrete pavement.

IN TESTIMONY WHEREOF, WITNESS the signatures of the owners and Developers of Stonegate Subdivision, Unit 1-E, who have hereunto subscribed their names on this the 15th day of AUGUST, 1985.

TED W. HAHN

J. Pat Williams
By: J. PAT WILLIAMS

J. Pat Williams
J. PAT WILLIAMS

Attorneys-in-Fact under Power of Attorney of record in the Woodford County Court Clerk's Office in Deed Book 116, at Page 558.

Bobby Matthews
BOBBY MATTHEWS

In his individual capacity

HAROLD H. MULLIS

J. Pat Williams
By: J. PAT WILLIAMS

J. Pat Williams
J. PAT WILLIAMS

Attorneys-in-Fact under Power of Attorney of record in the Woodford County Court Clerk's Office in Deed Book 116, at Page 558.

DOUGLAS W. MC LONEY ,

BY: J. Pat Williams
J. PAT WILLIAMS

J. Pat Williams
J. PAT WILLIAMS

Attorneys-in-Fact under Power of
Attorney of record in the Woodford
County Court Clerk's Office in Deed
Book 116 , at Page 558.

J. Pat Williams
J. PAT WILLIAMS
In his individual capacity

STATE OF KENTUCKY
COUNTY OF WOODFORD

I, Gloria G. McArthur a Notary Public within and for the
State and County aforesaid, do hereby certify that the foregoing instrument
was this day produced before me in my said County by J. PAT WILLIAMS, and
BOBBY MATTHEWS, in their individual capacities, and by J. PAT WILLIAMS,
Attorneys-in-Fact for HAROLD H. MULLIS, DOUGLAS MC LONEY AND TED
W. HAHN, and that the same was by each of them signed, acknowledged and
delivered as and for their free act and deed; all of which is hereby certified
to the proper office for record.

IN TESTIMONY WHEREOF, WITNESS my hand this 15th day of
August, 19 85.

Gloria G. McArthur
NOTARY PUBLIC, STATE-AT-LARGE

MY COMMISSION EXPIRES: 4-29-89

STATE OF KENTUCKY, COUNTY OF WOODFORD, SCT.
I, CORINE C. WOOLUMS, CLERK OF WOODFORD
COUNTY, HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT HAS BEEN FILED IN MY OFFICE

FOR RECORD, AT 10:28 A. M, ON THE
19th DAY OF August, 19 85
CORINE C. WOOLUMS, CLERK

BY: J. H. Harty D.C.