

DEED OF RESTRICTIONS FOR HEADLEY GREEN HOMEOWNERS ASSOCIATION

Whereas, the Headley Green Homeowners Association, Inc., a Kentucky corporation (hereinafter referred to as "Association") desires to maintain uniformity with respect to the use and occupancy of the subdivision in order to enhance and to maintain its value, and to render it attractive in appearance;

Now, therefore, the Association hereby revises the following covenants, conditions and restrictions as to the use and occupancy of the property designated as Headley Green, Fayette County, Lexington, Kentucky, as described in the By-Laws of the Association, the revisions having been accepted by a majority of the owners of the lots in Units 1, 2, 3, 5-1, 5-2, 5-3, and 5-4, and by seventy-five (75) percent of the owners of the lots in Units 4A and 4B, as attested to by their signatures on the instrument attached hereto and recorded with this document at the office of the Fayette County Clerk.

1. **Residential Purposes.** No lot shall be used except for residential purposes.
2. **Temporary Structures.** No building or structure of a temporary character, including but not limited to trailers, basements, tents, shacks, garages, barns or other buildings other than residential buildings shall be used upon any lot 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 at any time, whether temporarily or permanently.
3. **Construction and Area.** In computing each of the floor area requirements, the area of any basement shall not be counted as square footage. The minimum floor area of a single family structure, exclusive of porches, garages and basements, shall be as follows except in D below:
 - A. One (1) Story: 1400 square feet plus two (2) car attached garage.
 - B. One and one-half (1½) Story: 1,000 square feet on the ground floor, 600 square feet on second floor, plus two (2) car attached garage.
 - C. Two (2) Story: 900 square feet on each floor, plus two (2) car attached garage.
 - D. **Construction and Area for Houses on Widener Court.** The minimum floor area of a single family structure, exclusive of porches, garages and basements, shall be as follows:
 1. One (1) Story. 900 total square feet plus a two (2) car attached garage.
 2. Two (2) Story. 1,200 total square feet plus a two (2) car attached garage.

3. Construction and Area. cont'd

E. Approval of Building Plans. Any residences, additions, or fences or any alterations to the original buildings shall be written and presented in person to the Board of Directors for approval before construction commences. The plans and specifications and proof of property surveyance must be submitted to show the diagram of the residence as it shall be located upon the lot when completed. The Board of Directors must approve or reject the proposal in writing within 30 days of the submission by the owner.

F. Front Elevation. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent lots without the permission of the owners of lots immediately adjacent, and without the permission of the Board of Directors.

G. 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.

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

I. Subdivision of Lots. No additional subdivision of a lot shall be made to reduce the size of the lots.

J. Driveways. All driveways and approaches shall be constructed of Portland cement, asphalt, or paving brick.

In Summary: All facades, landscaping, and roofs are consistent with the current "look and feel" of the neighborhood. If any structure (house, fence, etc) is destroyed by natural disaster or otherwise, it must be rebuilt or replaced to be in compliance with the Deed of Restrictions dated January 6, 2016, numerical Paragraph 3. Construction and Area.

4. Landscaping

A. Street Trees. The front of each lot shall be landscaped with a minimum of six (6) shrubs in addition to the required street trees as designated on the plat. Property owners shall be required to follow the city ordinances as related to the damage or death of street trees. Street trees must conform to the tree species approved for use as street trees by the LFUCG. If conditions are adverse to the survival of trees, the area designated for a tree should be replaced with sod. Those lots which share boundaries with Faircrest Drive shall only have a six foot tall wooden-like shadowbox fence with city-approved trees maintained between the fence and the street.

4. Landscaping. cont'd

B. As a minimum, according to the original Deed of Restrictions, sod shall be placed from the edge of the paved street to the building line of the main structure and across the majority (more than half) of the width and depth of the lot, and 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 sod.

C. No silt or debris shall be placed in the Drainage and Retention Easement as indicated on the recorded subdivision plat.

5. Outbuildings. No detached building shall be erected, placed or permitted on any lot.

6. Fences. Fencing may be natural, treated wood or a simulated wood in earth-tone colors keeping with the natural look and feel of the neighborhood. No fence shall be erected on any lot without written permission from the Board of Directors, and must be installed and maintained in a professional manner. No fence shall be erected toward the front of the lot beyond the rear corner of any home without written permission from the Board of Directors. No fence shall be permitted in front of the minimum building line at the front of any home. Those lots which share boundaries with Faircrest Drive may only have a six foot tall wooden-like shadowbox fence.

7. Mailboxes. All mailboxes must be approved by the Board of Directors prior to replacement, unless being replaced with a similar size, color, and shape mailbox mounted on a black, square, post to match the other neighborhood mailboxes. USPS provided post boxes are excluded.

8. Satellite Dishes and Antennae. Except as otherwise provided by law: (A) No satellite dishes of any kind, except the 18" type or smaller, shall be located in any front yards, side yards or elevated above ground on poles or towers, or mounted on roof tops; (B) Any satellite dishes located in rear yards shall be screened with living plant material; (C) No exterior antennae shall be allowed unless approved by Board of Directors in writing.

9. Maintenance. Homeowners shall maintain the property in a safe and well-kept manner. Failure to do so may result in enforcement of city ordinances by the Board of Directors or its assignees. The cost associated with the enforcement of these actions will be billed to the owner of said lot plus twenty-five (25) percent.

10. Clotheslines. No outside clothesline shall be erected or placed on any lot.

11. Vegetable Gardens. Traditional vegetable gardens shall be placed behind the minimum building setback line as shown on the recorded plat.

12. 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.

13. Animals. Residents with dogs, cats, and other household pets (maximum of 2) are expected to be responsible pet owners following the LFUCG pet-owner guidelines. No animals, livestock and/or poultry of any kind shall be raised, bred, kept, or maintained for any commercial reasons or purpose.

14. 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 containers provided by the LFUCG. Compost material shall be kept in an appropriate container such as those provided by LFUCG. Containers shall be kept in a clean and sanitary condition, and stored behind the minimum building setback line.

15. Parking. 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. No person shall engage in major car repairs at any time. 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. Temporary storage units; e.g. PODS, may be used for a period of no longer than 30 days. Units must fit on owner's driveway with no obstruction to the sidewalk or street.

16. 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 Board of Directors and shall not create any liability on the Home Owners Association, either expressed or implied.

17. Signs. No permanent signs of any kind shall be displayed on any lot with the exception of house numbers, name plates, or security signs. Temporary residential For Sale or Rent signs, garage sale signs, or signs announcing Association activities must be prepared in a professional manner and shall not be greater in size than four square feet. According to LFUCG guidelines, political signs may be displayed 30 days prior to an election to seven days after an election.

18. Homeowners Association.

A. The Articles of Incorporation of the Headley Green Homeowners Association, Inc. ("Association"), which may be amended from time to time, have been recorded in the Office of the Fayette County Clerk in Corporate Records Book 203, page 450, subsequent to their filing with the Kentucky Secretary of State's Office.

Every owner of a lot in the Unit shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Boards of Directors.

18. Homeowners Association. cont'd

B. The objects and purposes of the Association are set forth in the Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members. The Association shall have jurisdiction over all lots in the Subdivision (consisting of Units 1, 2, 3, 4-A, 4-B, 5-1, 5-2, 5-3, and 5-4 and any other Units which may be added by future deed restrictions) and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance, in both appearance and function, of crosswalks, storm drains, basins, fences and plantings along Mason Headley, and entrances as designated on any recorded subdivision plat; and the appearance of the same for purposes of operation, maintenance and repair.

C. Any assessments or fines levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements against which each such assessment is made. This lien shall be enforceable against the lot by foreclosure or otherwise, provided however, the lien imposed hereunder shall be subordinate to the lien of any first mortgage or vendor's lien on the lot.

D. After January 1, 1997, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors shall determine the amount of, and fix the due date, thereof. The annual assessment will be dated January 1 of each year and will be due and payable on or before March 1 of that year. In the year a residence is sold and transferred by the owner to the purchaser, the assessment for that lot will be prorated, with the proration to be calculated by determining the number of days of ownership of the residence from the date of ownership through December 31 of that year. This subparagraph should not be construed to restrict or prohibit the rights of the Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, rules or regulations.

19. Enforcement. Thirty (30) days after a written statement of violation is given to lot owner, the Headley Green Homeowners Association, Inc. Board of Directors, shall have the right to take legal action to correct any violation of the Restrictions under this document, and if they should incur expenses in connection with exercising those rights, then they shall have the right to recover such costs, including reasonable attorney's fees from a lot owner in default, and shall have a lien upon such owner's lot to secure payment of same. That lien shall be enforceable against the lot by appropriate legal proceedings. All original Deed of Restrictions that were in compliance before May 5, 2016 are Grandfathered into this document as written and will not be in violation of said document written May 5, 2016.

20. Amendments. These covenants and restrictions may be cancelled or amended at any time by the affirmative action of the majority of the owners of the lots subject to these restrictions with the exception of (a) the minimum floor area requirements as set forth in numerical Paragraph 3. Construction and Area hereof are not decreased thereby, or (b) the amendment does not show bias against the owner of any lot in the subdivision. Written notice specifying the nature of the amendment shall be sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Fayette County Clerk's Office.

21. Severability. Invalidation 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.

22. 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 (10) years unless canceled or amended in accordance with numerical Paragraph 20. Amendments above.

IN TESTIMONY WHEREOF, the Association, with the vote of approval of a majority of its members, the record of which is attached hereto, by and through its duly authorized officer, has caused this instrument to be executed on

this the 29th day of July, 2016.

HEADLEY GREEN HOMEOWNERS ASSOCIATION, INC.
A KENTUCKY CORPORATION

BY: Jerry W. Goerz

STATE OF KENTUCKY COUNTY OF FAYETTE

TITLE: Jerry W. Goerz
President, Headley Green Home Owners Association, Inc.

By: Phyllis Surgener
Title: Secretary, Headley Green Home Owners Association, Inc. A Kentucky Corporation

This instrument prepared by:

Phyllis Surgener

Phyllis Surgener, 796 Laurel Hill Rd, Lexington, KY 40504

The foregoing was signed, sworn to and acknowledged before me on this the 29th day of July, 2016, by Jerry Goerz in his capacity as President and by Phyllis Surgener in her capacity as Secretary of Headley Green Homeowners Association, Inc., a Kentucky Corporation, for and on behalf of said Association.

Ann Towles Norris
Notary ID: 511525
Exp. Date: 6/14/18

Ann Towles Norris
NOTARY PUBLIC
My commission expires 6/14/18

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



By: EMILY GENTRY ,dc

201608080133

August 8, 2016 10:44:31 AM

Fees	\$22.00	Tax	\$.00
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Total Paid	\$22.00
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