FILE

DEED OF RESTRICTIONS

FOR

BEAUMONT FARM SUBDIVISION - UNIT 4, SECTION 2

THIS DEED OF RESTRICTIONS is made and effective as of the 8th day of February, 1996, by and between HAYMAKER DEVELOPMENT CO, INC., a Kentucky corporation (hereinafter referred to as the "Developer").

W I T N E S S E T H

WHEREAS, the Developer is the owner of Unit 4, Section 2, of the Beaumont Farm Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet J, Slide 885, in the Fayette County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer intends to further subdivide the Subdivision into residential lots and desires to establish a general plan for the use, occupancy and enjoyment of the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in Unit 4 of the Beaumont Farm Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

MAIL TO:

GLENN A. HOSKINS, ATTY.
P.O. BOX 55254
LEXINGTON, KY 40555

3. BUILDING MATERIALS: All exterior building materials shall be predominately brick in nature, and shall extend to the grade level on all sides of the building; and there shall be no exposed concrete, concrete block or stucco foundations permitted; no other exterior building materials shall be permitted without the prior written approval of the Developer.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6') feet. Five (5) foot side yard set-backs shall be required. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum of 1,700 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum of 1,400 square feet on the ground floor, exclusive of the garage.

(c) A two (2) story house shall have a minimum of 1,050 square feet on the ground floor, exclusive of the garage.

(d) Any other type of house not specifically listed above shall have a minimum of 1,800 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conduced on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood.

It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or Developer; any such sheds or offices shall be removed when the construction or development has been completed.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and sodding between the front, side and street side walls and the pavement or any abutting streets. In addition, the area between the back wall of the house and a line parallel and twenty (20) feet to the rear of the back wall of the house must be sodded.

10. SIDEWALKS and DRIVEWAYS: The owner of each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is

consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Upon completion of construction of the residence on each lot, the builder or owner, as the case may be, shall be responsible for planting trees in accordance with the recorded plat referred to on Page 1 hereof in conformity with the Lexington-Fayette Urban County Government Regulations. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer as to type and location.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES AND PAPERHOLDERS: To insure uniformity, all mailboxes shall be mounted on a 4" x 4" wooden post, and painted black. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or

irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee (initially set at $150.00 per year per lot) to the Beaumont Residential Association, Inc., pursuant to Article X of the Declaration referred to in Paragraph 38 hereof. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot.

20. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

21. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

22. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

23. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

24. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

25. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

26. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

27. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within fifteen (15) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the fifteen (15) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

28. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

29. ROOF PITCH: No roof on any residence shall be less than a 5/12 pitch unless approved in writing by the Developer.

30. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between December 1 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

31. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

32. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

35. RECREATIONAL FACILITIES: Unless otherwise conveyed to the Association by deed or other written instrument, any "clubhouses", swimming pools, tennis courts and other similar recreational facilities situated within the Subdivision or upon any other portion of the Beaumont residential development (hereinafter the "Recreational Amenity Facilities") shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to, or any rights to utilize, the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities, the rules pertaining thereto, and the amount of assessments, dues, fees or other charges for such membership in or use of the Recreational Amenity Facilities shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner. Any assessments, dues, fees or other charges levied by the Recreational Facilities Owner in connection with the Recreational Amenities Facility shall be separate and distinct from the General Assessments and Specific Assessments established by the Association pursuant to Article X of the Declaration referred to in Paragraph 38 hereof.

36. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

37. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be cancelled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions. 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.

38. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS: The Developer and Beaumont Investments LLC, a Kentucky limited liability company, have previously executed an instrument captioned "Declaration of Covenants, Conditions and Restrictions for Beaumont Residential Community", which appears of record in Deed Book 1807, Page 447, in the Fayette County Clerk's Office (the "Declaration"). These covenants and restrictions are being created in order to establish a general plan for the use, occupancy and enjoyment of the Subdivision and to further refine the effect of the Declaration upon the lots in the Subdivision, and in the event of any inconsistency between the terms of the Declaration and the terms of these covenants and restrictions, the terms of these covenants and restrictions shall control.

39. RESTRICTIONS RUN WITH LAND: Unless cancelled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Unit 4 of the Beaumont Farm Subdivision has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Haymaker Development Co., Inc., a Kentucky corporation, has executed this Deed of Restrictions on this the day and year first above written.

HAYMAKER DEVELOPMENT CO., INC.,
a Kentucky corporation

BY: T Haymaker President
TIMOTHY L. HAYMAKER, President

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed of Restrictions was subscribed and sworn to before me by Timothy L. Haymaker, the President of Haymaker Development Co., Inc., a Kentucky corporation, on this the 8th day of February, 1996.

My Commission expires: 11-10-98

Glenn A Hoskins

NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

Glenn A Hoskins

GLENN A. HOSKINS
GLENN A. HOSKINS, P.S.C.
1077 Eastland Drive
P. O. Box 55254
Lexington, Kentucky 40555
(606) 231-1077

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DEED BOOK 1831 PAGE 105

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

Donald W Blevins

By: Bob HOLLIDAY, dc

199602080084

February 8, 1996 12:08:57 PM

Fees $24.00 Tax $.00

Total Paid $24.00

THIS IS THE LAST PAGE OF THE DOCUMENT

10 Pages

96 - 105

BEAUMONT FARM UNIT 4, SECTION 2
PLAT CAB "J", SLIDE 885

...of my knowledge and belief, the information shown ...son is accurate.

Albert W. Gross 12/28/95

...MISSIONS CERTIFICATION

...o hereby certify that this record plat was approved by ... Urban County Planning Commission at its meeting on ...18, 1995; and is now eligible for recording.

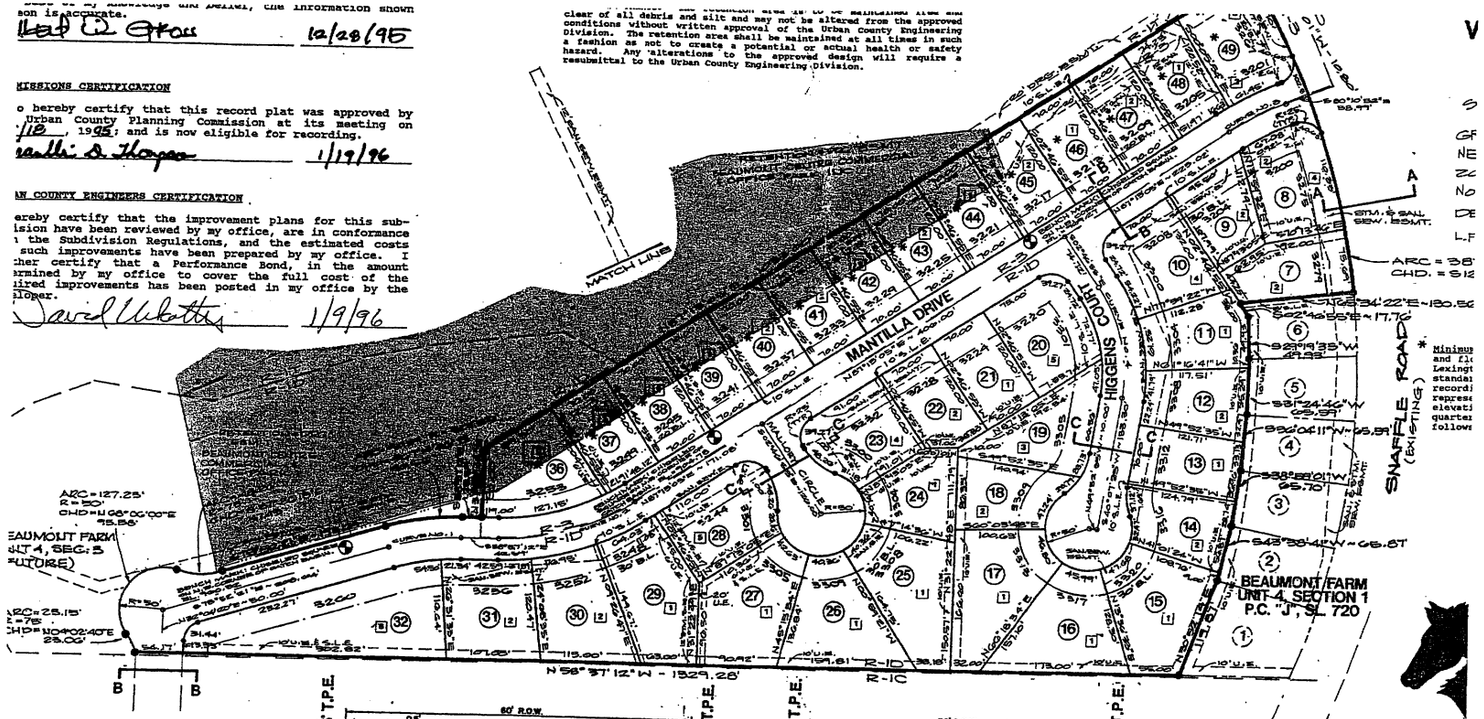
...ralli D. Thompson 1/19/96

...AN COUNTY ENGINEERS CERTIFICATION

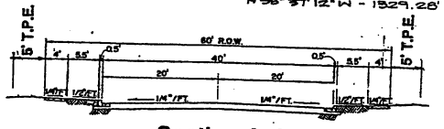
...ereby certify that the improvement plans for this sub-...ision have been reviewed by my office, are in conformance ... the Subdivision Regulations, and the estimated costs ... such improvements have been prepared by my office. I ...her certify that a Performance Bond, in the amount ...rmined by my office to cover the full cost of the ...ired improvements has been posted in my office by the ...eloper.

David Wilcott 1/9/96

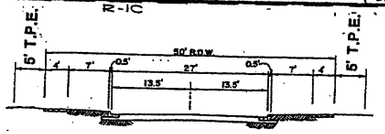
...clear of all debris and silt and may not be altered from the approved conditions without written approval of the Urban County Engineering Division. The retention area shall be maintained at all times in such a fashion as not to create a potential or actual health or safety hazard. Any alterations to the approved design will require a resubmittal to the Urban County Engineering Division.



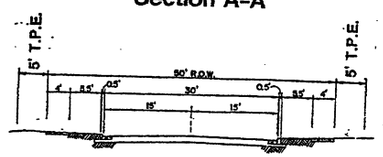
CURVE DATA			
Δ	R	L	T
5° 25"	276.65'	83.36'	42.00'
9° 05"	275.00'	163.36'	84.50'
5° 57'	330.00'	72.57'	36.45'
4° 25'	185.00'	158.54'	85.70'



Section A-A



Section C-C



Section B-B

FINAL R

BEAUM

UNIT 4

LEXINGT

0 50 100

GRAPHIC SCAL

EA Partners

• LAND SURVEYORS • LANDSCAPE ARCHITECTS
176 STONE ROAD • SUITE 200
LEXINGTON, KENTUCKY 40503
PHONE (606) 277-8320
FACSIMILE (606) 278-0402

STATE OF KENTUCKY ALBERT WILLIAM GROSS 10,350 REGISTERED PROFESSIONAL ENGINEER 12/95

STATE OF KENTUCKY ALBERT WILLIAM GROSS LS-2115 REGISTERED LAND SURVEYOR 12/95

ENTERED TO RECORD
PAID $ 26.50 MIS. TAX
AT 12:05 P M
19 DAY OF JAN 19 96
DONALD W. BLEVINS
CHARLES COUNTY CLERK
BY D.C.

95-104F