

RESTRICTIVE COVENANTS FOR UNIT 1 – B, PHASES 1 & 2
OF
BRIGHTON EAST TOWNHOMES

BALL HOMES, Inc., owner of Unit 1 – b, Phases 1 & 2, of Brighton East Town homes Subdivision, desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value and to render it more attractive in appearance, therefore:

BALL HOMES, Inc., hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of said property, as more particularly described herein:

1. LAND AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered permitted to remain on any lot shall be as follows:

(A) It shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by the developer prior to beginning construction. The type wood or non-masonry mater used for construction must be approved in writing by the developer prior to construction. The minimum size living area for primary construction of a constructed with the Development, exclusive of porches, basements, attics, carports and garages, shall be as follows, based on the house type:

(1) One Floor Plan	1300	Sq. Ft.
(2) 1 – ½ Story (Main Floor)	1100	Sq. Ft.
	(1600	Sq. Ft. Total)
(3) 2 Story (Lower Floor)	900	Sq. Ft.
	(1800	Sq. Ft. Total)

3. APPROVAL OF BUILDING PLANS. Ball Homes, Inc. is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots, except as herein set out concerning all wood construction which shall be approved or rejected in writing by Ball Homes, Inc.

4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages at other outbuilding are not permitted on these lots.

5. TEMPORARY STRUCTURES. No structure of a temporary character trailer, basement of uncompleted structure, tent, shack, garage, barn other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. NUISANCES. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood? No immobile or “junk” cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights – of – way in this unit. No Satellite dishes, outside clotheslines, vegetable gardens, short wave or “ham” radios and short wave towers shall be allowed unless approved by the developer.

7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.

8. LOT CONDITION. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over 18” in height, the developer shall have the right to clean, mow and maintain the said lot and charge the owner.

9. ENFORCEMENT. Enforcement shall be by proceedings by law of equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.

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10. SERVERABILITY. Invalidation of any one of these covenants judgement or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

11. TERM. All of the above restrictions, conditions, and covenants shall be effective Until October, 2023, after which time said covenants, shall be automatically extended for successive periods of the years unless an instrument signed by the majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

12. FENCES. No fences of any kind, shrubbery, or hedge shall permitted within the area between the minimum setback line and the street. Fences shall not obstruct any drainage easements and shall provide no length than an 8 inch clearance above the drainage easement's ground level, order to allow maintenance and repair to an adjoining dwelling, no fence shall be constructed any closer than 3 feet from the side property line When they are placed along side a dwelling on the adjoining lot. In any even side lot fences shall not be allowed any closer than 3 feet to a dwelling any adjoining lot. A wooden fence as approved by Ball homes, Inc. shall be only type of fence allowed. The fence must be six feet in height, more and no less. The fence shall be constructed of pressure treated material and shall not be painted or stained but shall be left natural.

(See Attached Fence Detail Marked Exhibit "A").

13. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Unit 1 – B, Phases 1 & 2, Brighton East Town homes Subdivision, as shown on plats thereof recorded, or hereafter recorded, the Office of the Fayette County Court and shall be consider covenants running with the land.

14. CONFORMATION. All land development and building construction shall conform to the Lexington-Fayette County Governments land Subdivision Regulations and Zoning Ordinances adopted by The Urban County Council December 15, 1983.

BALL HOMES, INC.

BY: _____
DONALD RAY BALL, JR., PRESIDENT

AMENDED RESTRICTIONS AND COVENANTS
FOR
UNITS 1-A AND 1-B OF
BRIGHTON EAST TOWNHOMES

This declaration, made this the 24 day of JUNE____ 1996, by the undersigned majority of lots in Brighton East Town homes Subdivision.

WHEREAS, in heretofore declared restrictions for Brighton East Subdivision there was provided a condition that said restrictions could be changed or amended by the majority of the then owners of the lots in said subdivision, and

WHEREAS, the undersigned constitute a majority of the present owners of the lots in said subdivision, and

NOW, THEREFORE, said undersigned do hereby amend said previously declared restrictions as follows:

1. DRIVEWAYS. All driveways in the neighborhood must be completed in concrete.

2. SATELLITE DISHES. Satellite dishes measuring 20 inches or less in diameter will be permitted. The dish must be charcoal gray or black in color, and mounted to the home. White or light colored dishes or dishes placed in the yard will not be allowed. This covenant takes precedence over the original restrictive covenant dated October 12, 1993

3. FENCES. The following fence styles are allowed: a) 6 foot shadowbox, b) 4 1/2 foot shadowbox, and c) 4 1/2 foot pickets. Specifications for the shadowbox style fence are outlined in the restrictive covenant dated October 12, 1993 with the addition of the 4 1/2 foot height. The 4 1/2 foot picket fence may be finished with one of the following 3 styles: a) standard dog-ear, b) Gothic and c) French Gothic plank. The fences must be unfinished, unpainted wood and the horizontal support beams must face into the yard. Posts must be placed 8 feet apart and vertical planks must be 4 inches wide and be placed 2 inches apart. No wire, mesh or chain link of any kind will be allowed. All fence types must be positioned on the lot with compliance to the original restrictive covenant dated October 12, 1993.

4. ASSESSMENTS. To enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which this Association has jurisdiction: to pay all expenses incidental thereof: to enforce the decisions and rulings of the Association having jurisdiction over any of said property: to pay all of the expenses in connection therewith, and to reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, or attempted enforcement, of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any declaration.

Power to levy assessments in accordance with its articles and by-laws for the operation of the Association Such assessment shall be a lien against the property prior to any other lien except a bona fide purchases money mortgage or purchase money lien. An annual 10% increase will be applied to all outstanding lien amounts owed to the Association.

THEREFORE, the undersigned, being the majority of the lot owners in Brighton East Town homes Subdivision, do hereby declare this amendment of Restrictions this the day and year first above written.

**AMENDED RESTRICTIONS AND COVENANTS FOR BRIGHTON EAST TOWNHOMES
UNITS 1A AND 1B**

This Declaration of Amended Restrictions and Covenants for Brighton East Townhomes is made this 23rd day of May, 2016, by the Brighton East Townhomes Subdivision.

Whereas, in heretofore declared Restrictions and Covenants for Brighton East Townhomes Subdivision, there contained a provision that said Restrictions and Covenants could be altered or amended by the majority of the then owners of the lots in said subdivision, and;

Whereas, upon a duly convened meeting of the Brighton East Homeowner's Association, Inc., a majority of said current owners have cast votes in favor of the following amendments to Restrictions and Covenants;

Now therefore; the undersigned President of said Homeowner's Association, Russell Edwards, acting on behalf of said majority owners, does hereby Amend said Restrictions and Covenants, as follows:

Item 1: Replacement for Section 3. Fences, as follows:

From: Fences. No fences of any kind, shrubbery, or hedge shall be permitted within the area between the minimum setback line and the street. Fences shall not be obstruct any drainage easements and shall provide no length than an 8 inch clearance above the drainage easement's ground level, order to allow maintenance and repair to an adjoining dwelling, no fence shall be constructed any closer than 3 feet from the side property line when they are placed alongside a dwelling on the adjoining lot. In any even side lot fences shall not be allowed any closer than 3 feet to a dwelling any adjoining lot. A wooden fence as approved by Ball Homes, Inc. shall be only type of fence allowed. The fence must be six feet in height, more or no less. The fence shall be constructed of pressure treated material and shall not be painted or stained but shall be left natural. Amended Restrictions Allowed 6/24/1996 Fences: The following fence styles are allowed: a.) 6 foot shadowbox b.) 4 ½ foot shadowbox c.) 4 ½ picket fences. Specifications for the shadowbox style fence are outlined in the restrictive covenants dated October 12, 1993 with the addition of the 4 ½ foot height. The 4 ½ foot picket fence may be finished with of the following 3 styles: a.) standard dog-ear b.) Gothic c.) French Gothic plant. The fences must be unfinished, unpainted wood and the horizontal support beams must face into the yard. Posts must be placed 8 feet apart and vertical planks must be 4 inches wide and be placed 2 inches apart. No wire, mesh or chain link of any kind will be allowed. All fence types must be positioned on the lot with compliance to the original restrictive covenant dated October 12, 1993.

To: FENCES. No fences of any kind, shrubbery, or hedge shall be permitted within the area between the minimum setback line and the street. No fence or wall shall be shorter than 42 inches or taller than 72 inches in height and said fence shall be natural wood, other than green pressure treated wood. Fences cannot be painted, but they may be stained. Fences shall not obstruct any drainage easements and shall provide no less than eight (8) inches clearance above the drainage easement's ground level. All existing fences must be maintained in a quality state of repair, with no missing, broken, rusted or rotten components. If a property owner desires to deviate from these restrictions for any reason, property owner must obtain written

permission from adjoining property owners with a view of the fence and obtain a written waiver from the Board.

Item 2: Change Section 6. NUISANCES, as follows:

From: No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood? No immobile or "junk" cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in this unit. No Satellite dishes, outside clotheslines, vegetable gardens, short wave or "ham" radios and short wave towers shall be allowed unless approved by the developer.

To: No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done or left undone, thereon, which may be or become an annoyance or nuisance to the neighborhood. No inoperable vehicles may be kept or parked on any lot. Vehicles, RVs or trailers parked on any lot for storage is prohibited. No boats, RVs, or trailers shall be routinely kept on any lot, except that boats, RVs, trailers and inoperable vehicles may be stored in enclosed garages. No clotheslines, shortwave or "ham" radios, shortwave towers, poles or antennas of any type shall be allowed on the Property unless approved by the Association. Outdoor holiday lighting and decorations, such as for, but not limited to, the holidays of Christmas and Halloween, shall be put up no earlier than thirty (30) days prior to and taken down no later than thirty (30) days after the calendar date of the official holiday, as recognized by the United States.

Item 3: New Amendment Section 15. ANIMALS, as follows:

15. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the homeowner of such pet except that such pets may be walked on leashes on the sidewalks and across streets. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot.

Item 4: New Amendment Section 16 Swimming Pools, as follows:

16. SWIMMING POOLS. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted, except small "kiddie pools" for temporary use. No construction of in-ground swimming pools shall be commenced until approved in writing by the Board. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Board for approval. There shall be no increase in drainage to other properties permitted as a result of construction. No lighting of a pool or other recreational area will be installed without the prior written approval of the Board. If allowed, such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting.

Item 6: New Amendment Section 18, Gardens, as follows:

18. GARDENS. There shall be no vegetable gardens in the side yards or front yards of any lot. If a property owner desires to deviate from these restrictions for any reason, property owner must obtain written permission from adjoining property owners with a view of the proposed location for the garden and obtain a written waiver from the Board.

THEREFORE; the majority of the lot owners, as represented by the President of the Brighton East Homeowner's Association, Inc., do hereby declare these Amendments of Restrictions and Covenants this 23rd day of May, 2016.

Brighton East Homeowner's Association, Inc.

By: Russell S. Edwards II President
Russell Edwards, President

COUNTY OF FAYETTE

COMMONWEALTH OF KENTUCKY

Subscribed, sworn to, and acknowledged before me by Russell Edwards, as President for and on behalf of Brighton East Homeowner's Association, Inc., a Kentucky corporation.

Notary Public: Beverly A. Hagen

My Commission Expires: 5-17-2018