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March 13, 1996  
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**DEED OF COVENANTS AND RESTRICTIONS  
FOR BEL-MAR ESTATES SUBDIVISION  
IN LEXINGTON, FAYETTE COUNTY, KENTUCKY**

This Deed of Covenants and Restrictions ("Restrictions") is made and entered into this 13th day of March, 1996, by Curtis C. Green and Linda Green, his wife (hereinafter collectively referred to as the "Developers"), for the Lots of the Bel-Mar Estates Subdivision ("Bel-Mar"), located in Lexington, Fayette County, Kentucky, as shown on the Plat of which, which are recorded in Plat Cabinet J, Slides 288 and 903, respectively, in the Office of the Fayette County Clerk (the "Plat").

**W I T N E S S E T H:**

**WHEREAS**, for purposes of establishing and maintaining uniformity in the use and occupancy of the Lots in Bel-Mar and establishing the terms upon which commercial horse operations may be operated on the Lots, it is desirable to subject the Lots in Bel-Mar to, and to impose upon the Developers and their heirs and assigns to ownership of the Lots in Bel-Mar certain restrictions, conditions, limitations, reservations and covenants affecting and on the Developers and their heirs and assigns their right, title and interest in and to the Lots in Bel-Mar.

**NOW, THEREFORE**, the Developers do hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all Lots in Bel-Mar.

1. **RESIDENTIAL AND EQUINE PURPOSES.** No Lot or structure located thereon shall be used for a purpose other than residential purposes, the use, keeping, stabling and housing of horses (for commercial or noncommercial purposes), and the storage and keeping of motor vehicles, personal conveyances, horse equipment, trucks, lawn, garden and farm machinery, equipment and tools for personal noncommercial uses and/or for commercial uses incident to the keeping, stabling and housing of horses for commercial purposes.

2. **APPROVAL OF CONSTRUCTION PLANS.** No building, fence, wall, stable, garage, barn, structure or other improvement (including, without limitation, mail boxes) shall be erected, placed or erected on any Lot, until construction plans (which shall include grade elevation and structure location), the design, the type of exterior material and the driveway construction and location shall have been approved in writing by the Developers.

3. **BUILDING MATERIALS.** All exterior building materials of any residential structure (other than fences) located on a Lot shall be brick, stone, brick veneer, or stone veneer, or a combination of the same, and shall extend to the ground level on all sides of the structure. Provided, however, exterior building materials for residential structures, other than the foregoing may be approved in writing by the Developers, in the Developers discretion. All exterior building materials of any barn, stable or nonresidential structure shall be stone, brick, concrete block, stone veneer, or brick veneer. Provided, however, exterior

building materials (including wood siding) of barns, stables, or other nonresidential structures other than the foregoing may be approved in writing by the Developers, in the Developers' discretion.

4. **FENCES**. A boundary fence for a Lot shall be constructed within six (6) months of the completion of a Residence on a Lot. Adjacent Lot owners shall share equally in the construction costs and maintenance of this boundary fence. Boundary fences shall be located on property lines. No boundary fence or other fence or structure shall be constructed on or within the ingress or egress easement of Bel-Mar Lane, as shown on the Plat, or on or within the right of way of Bel-Mar Lane. All boundary fences for Lots, and all other fences on a Lot shall be between five (5) feet and six (6) feet in approximate average height and constructed of three (3) or four (4) oak (or similar fencing materials) five (5) to six (6) inch width planks, running parallel with the ground, on eight (8) foot centers and attached to approximately five (5) inch in diameter treated posts, and shall be covered with a black colored preservative (black paint or asphalt). The type of fence described herein, which is the only type of fence permitted on a Lot is intended to be the type of fence commonly used in the Bluegrass area of Kentucky by thoroughbred horse farms. Provided, however, a Lot may have a brick, stone, brick veneer or stone veneer gateway or entrance way, made a part of a fence on the Lot.

5. **STRUCTURE SET BACKS**. All structures, except for fences, entrance gate ways, and structures existing on the date of these

Restrictions, shall set back at least one hundred (100) feet from front Lot line and fifty (50) feet side Lot line.

**6. STRUCTURE CONSTRUCTION SPECIFICATIONS.**

a. No structure located on a Lot shall have the entry to a garage facing the front Lot line. For the purposes of these Restrictions, the front Lot line of a Lot shall be that Lot line fronting on Bel-Mar Lane; provided, however, that the front Lot line of Lots 1 and 13 shall be that Lot line fronting on Tates Creek Road.

b. Each Lot shall have only one residence located thereon;

c. One (1) story residences located on a Lot shall have a minimum of two thousand four hundred (2,400) square feet of space on the ground floor, exclusive of the garage;

d. Two (2) or one and a half ( $1\frac{1}{2}$ ) story residences located on a Lot shall have a minimum of one thousand six hundred (1,600) square feet on the ground floor and a minimum of one thousand two hundred (1,200) square feet on the second floor, exclusive of the garage; provided, however, that there shall be no required minimum floor area on the second (2nd) floor of a one and a half ( $1\frac{1}{2}$ ) story residence if the residence contains a total of at least two thousand eight hundred (2,800) square feet;

e. All residences located on a Lot shall, at a minimum, have either (i) an attached two (2) car garage or (ii) a detached two (2) car garage; and

f. Each Lot shall have only one structure located thereon to be used for the stabling of horses and shall not have more than five (5) stalls, provided this restriction in this section shall not apply to any structure (regardless of whether it presently contains stalls) in existence on Bel-Mar on the date these Restrictions are made or to any structure built in replacement thereof, with substantially the same design and size of such structure.

7. **MOWING.** All Lots, whether occupied or unoccupied, shall be mowed regularly, with the grass height thereon to at no time exceed ten (10) inches.

8. **DRIVEWAYS.** All private driveways and roadways on Lots shall be blacktop, concrete or brick construction, and shall be completed within six (6) months of the completion of the residence located on the Lot.

9. **LANDSCAPING.** Each Lot shall be graded and landscaped within six (6) months of the completion of the residence or, if no residence, any other structure located on the Lot.

10. **ACTIVITIES-HORSE BEDDING REFUSE.** No noxious, offensive or illegal activity shall be conducted or carried on upon any Lot.

Horse bedding refuse shall be regularly and promptly removed from any Lot and shall not be permitted to be accumulated in any storage facility on any Lot for a period in excess of thirty (30) days. Any horse bedding refuse storage facility on a Lot shall be located at least one hundred eighty (180) feet from the side Lot line of the Lot or Lots in closest proximity to the Lot on which said facility is located, which do not have the same ownership as the Lot on which the horse bedding refuse storage facility is located, and at least one hundred twenty-five (125) feet back from the front Lot line of the Lot; provided further that in the case of Lots 1 and 13, no horse bedding refuse storage facility shall be located within one hundred twenty (120) feet of Bel-Mar Lane.

11. GARDENS. Any vegetable garden located on any Lot shall be set back at least one hundred twenty-five (125) feet from the front Lot line and fifty (50) feet from the side Lot line.

12. USE OF OTHER STRUCTURES. No commercial vehicle, except for horse vans, horse trailers or trucks utilized in horse operations on a Lot, shall be parked or kept on any Lot at any time; no in-operable motor vehicle shall be parked on any Lot, unless housed in a garage; and no motor vehicle shall be parked on Bel-Mar Lane for a period in excess of twenty-four (24) hours. Any tractor, farm machinery, mobile home, boat, horse trailer, horse van, truck, camping trailer, or similar item, which is parked, located or stored on a Lot for any period in excess of twelve (12)

hours, shall be parked, located or stored in a location which is at least one hundred twenty-five (125) feet back from the front Lot line and one hundred eighty (180) feet back from the side Lot line.

13. **ANIMALS**. No swine, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except for dogs, cats or other household pets not kept or bred for commercial purposes and horses (which may be kept either for noncommercial or commercial purposes) up to a maximum horse population per Lot, or if more than one Lot is owned by the same person or legal entity, per all Lots owned by the same person or legal entity, computed by (i) dividing the number of Net Useable Acres in a Lot or if more than one Lot is owned by the same person or legal entity, the number of Net Usable Acres in all Lots owned by the same person or legal entity, by 1.5 and rounding the result thereby obtained to the next lowest whole number, and (ii) and adding that number to the number of stalls located in any barn/stable located on a Lot. For the purposes hereof, the term "Net Useable Acres" in a Lot shall mean those acres of fenced pasture in a Lot, rounded down to the lowest whole number, capable of being exclusively used as horse pasture. For the purposes hereof, a horse which is one (1) year old or less shall be included together with its mother in computing the horse population on a Lot. For the purposes of the calculations provided for herein, no barn/stable, or combination of barns/stables, located on a Lot shall be considered to have more than thirty (30) stalls.

14. UTILITIES. The Owner(s) of the Lot shall have the responsibility to preserve and protect underground utilities located on the Lot. No utilities may be located aboveground on a Lot unless approved by the Developer; provided, however, that no approval shall be necessary to repair or replace any above ground electrical service to any barn, or structure existing on the date hereof.

15. BEL-MAR LANE. The Owner(s) of the Lots respectively assume full responsibility for all maintenance, reconstruction, or other needs related to Bel-Mar Lane. The Owner(s) of the Lots respectively grant full right of access over Bel-Mar Lane to all governmental and utility agencies to perform their normal responsibilities.

16. RESTRICTIONS RUN WITH LAND. These Restrictions are to run with the land; and shall be binding on all parties and all persons claiming under them until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by an affirmative vote of eighty percent (80%) of the votes for the Lots, a change of said covenants in whole or in part occurs.

17. SEVERABILITY. Invalidation of any one or more of these Restrictions by judgment, court order of any court of competent jurisdiction, ordinance, statute and/or government regulation,

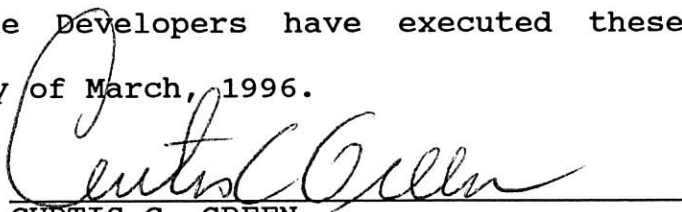


shall in no way affect or invalidate the remaining Restrictions herein contained, which Restrictions shall remain in full force and effect for the period herein provided, and any extensions thereof.

**18. MEMBERSHIP.** The Owner(s) of each Lot in Bel-Mar shall be (a) member(s) of the Bel-Mar Estates Association, Inc. (the "Association"), and for each Lot shall be required to pay an annual fee of Three Hundred Dollars (\$300.00), unless said fee is raised by a majority vote of the members of the association. The Owner(s) of a Lot shall be entitled to one (1) vote for each Lot owned, in the business and affairs of the Association. Each Lot and all Owner(s) of a Lot, in Bel-Mar shall, in addition to these Restrictions, be subject to and abide by the By-Laws, rules and regulations of the Association. The By-Laws of the Association shall provide that any modification or amendment to the By-Laws shall require the affirmative vote of eighty percent (80%).

**19. ASSIGNABILITY.** The Developers may assign all of their rights, title and interests established and created hereunder to the Association.

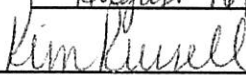
IN WITNESS WHEREOF, the Developers have executed these Restrictions this the 13<sup>th</sup> day of March, 1996.

  
CURTIS C. GREEN

  
LINDA GREEN

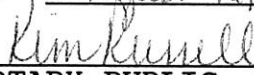
STATE OF KENTUCKY     )  
                                  ) SCT.  
COUNTY OF FAYETTE    )

The foregoing Deed of Covenants and Restrictions are acknowledged before me by CURTIS C. GREEN, this 13<sup>th</sup> day of March, 1996.

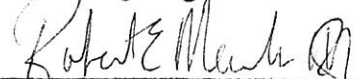
My commission expires: August 16, 1999  
  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

STATE OF KENTUCKY     )  
                                  ) SCT.  
COUNTY OF FAYETTE    )

The foregoing Deed of Covenants and Restrictions are acknowledged before me by LINDA GREEN, this 13<sup>th</sup> day of March, 1996.

My commission expires: August 16, 1999  
  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

**The foregoing instrument prepared by:**

  
for  
**GESS MATTINGLY & ATCHISON, P.S.C.**  
**201 West Short Street**  
**Lexington, Kentucky 40507-1269**  
**(606) 255-2344**

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

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March 13, 1996

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Fees \$26.00

Tax \$.00

Total Paid \$26.00

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