

**DEED OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
RUTH HUNT WOOD PROPERTY, ATHENS-BOONESBORO ROAD**

Whereas, the undersigned, Ruth Hunt Wood (hereinafter referred to as "Owner"), is the fee simple owner of that certain property known as the "RUTH HUNT WOOD PROPERTY, ATHENS-BOONESBORO ROAD", which contains Parcel 1 (containing 21.260 acres), Parcel 2 (containing 25.855 acres), Parcel 3 (containing 7.908 acres) and Parcel 4 (containing 12.501 acres), as same are shown on a plat of record in Plat Slide 1771, Clark County Clerk's Office, to which plat reference is hereby made for a more particular description of the above referenced Parcels; by virtue of a deed dated July 26, 2010, and of record in Deed Book 466, page 659, Clark County Clerk's Office; and

Whereas, said Owner does hereby wish to declare certain protective covenants, conditions, and restrictions upon the said Parcels to run with the land and bind any and all future owners of any of the said Parcels. The same being for the purpose of insuring the most mutually beneficial development thereof and preventing any use or activity thereon which may tend to diminish the value or pleasurable enjoyment of said Parcels;

Now, therefore, Owner hereby declares that the following covenants, conditions and/or restrictions are hereby imposed upon said Parcels:

1) No business such as trucking, truck patching, car repair, junkyard, car parts, salvage, or any other similar type of business shall be conducted under any circumstances and same is hereby restricted.

2) No antenna or radio tower shall be placed on any Parcel except those required for

normal household usage. Any antenna or radio tower constructed for normal household usage shall not exceed a height of 50 feet. No cellular tower shall be placed on any Parcel under any circumstances and the same is hereby restricted.

3) All Parcels shall be maintained, kept mowed and free of debris, junk, and trash at all times.

4) It is intended that Parcel 1, Parcel 2, and Parcels 3-4 (combined) shall only contain one principal and primary residence thereon, which shall be professionally and tastefully constructed and appointed and conform to all applicable building codes, government regulations and/or zoning ordinances, and shall be well maintained and kept in good repair. There shall be no further subdivision of any of the Parcels.

5) No house trailer, mobile home, double wide, or other manufactured housing shall be kept or constructed on any of the Parcels at any time. Any boat or trailer kept on any of the Parcels shall be kept inside a garage or other outbuilding at all times when not in use.

6) Any outbuildings, sheds, barns, garages, cabins, and/or guest houses constructed on the Parcels shall be professionally and tastefully constructed and appointed and conform to all applicable building codes, government regulations and/or zoning ordinances, and shall be well maintained and kept in good repair.

7) The property shall be used exclusively for agricultural and/or residential purposes.

8) Animals shall be allowed to be kept on the parcels as follows:

(A) One horse shall be allowed per acre contained in the Parcel owned.

(B) No hogs, cattle, fowl, or any other livestock shall be kept on any of the Parcels.

(C) Domestic pets such as dogs and cats are allowed upon said Parcels up to three (3)

per Parcel. No household pets shall be allowed to be kept for commercial breeding purposes, such as the operation of a kennel.

9) The Parcels shall not be used for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of any owner or occupant of the other Parcels.

10) All fencing of the Parcels shall conform to the following specifications only:

3-4 plank horse fencing (black).

11) Each and all of the covenants, conditions and restrictions contained herein shall be enforceable by injunction or by any other remedy available by law to the parties aggrieved, and to their respective heirs, successors, and assigns. Invalidation of any one of the covenants, conditions and/or restrictions contained herein by judgment, statute or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

12) The covenants, conditions and restrictions herein shall run with the land and remain in full force and effect unless and until the same are modified or terminated by a Deed of Amended Covenants, Conditions and Restrictions executed by a majority of the owners of the Parcels and duly recorded in the Office of the Clark County Court Clerk.

This 23 day of September, 2010.

Owner:

x Ruth Hunt Wood  
Ruth Hunt Wood

Commonwealth of Kentucky  
County of Fayette

Subscribed, sworn to and acknowledged before me by Ruth Hunt Wood on this 23 day  
of September, 2010.

Notary Public: JEC - J. Eric Coffman

My Commission Expires: 6-23-12

Prepared By:

JEC  
J. Eric Coffman  
Bullock & Coffman, LLP  
234 N. Limestone  
Lexington, KY 40507

COPY

DOCUMENT NO: 172045  
RECORDED ON: SEPTEMBER 23, 2010 02:11:12P  
→ TOTAL FEES: \$20.00  
COUNTY CLERK: ANITA JONES  
COUNTY: CLARK COUNTY  
DEPUTY CLERK: LADONNA  
BOOK D467 PAGES 829 - 832



COPY

**FIRST AMENDMENT TO DEED OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RUTH HUNT WOOD PROPERTY, ATHENS-BOONESBORO ROAD**

Whereas, the undersigned, Ruth Hunt Wood (hereinafter referred to as "Owner"), is the fee simple owner of that certain property known as the "RUTH HUNT WOOD PROPERTY, ATHENS-BOONESBORO ROAD", which contains Parcel 1 (containing 21.260 acres), Parcel 2 (containing 25.855 acres), Parcel 3 (containing 7.908 acres) and Parcel 4 (containing 12.501 acres), as same are shown on a plat of record in Plat Slide 1771, Clark County Clerk's Office, to which plat reference is hereby made for a more particular description of the above referenced Parcels; by virtue of a deed dated July 26, 2010, and of record in Deed Book 466, page 659, Clark County Clerk's Office; and

Whereas, said Owner has declared certain protective covenants, conditions, and restrictions upon the said Parcels to run with the land and bind any and all future owners of any of the said Parcels, by virtue of a Deed of Covenants, Conditions and Restrictions for the Ruth Hunt Wood Property, Athens-Boonesboro Road, dated September 23, 2010, and of record in Deed Book D467, page 829 Clark County Clerk's Office; and now hereby wishes to amend the same in part;

Now, therefore, Owner hereby declares that the covenants, conditions and/or restrictions thereby imposed upon said Parcels are amended as follows:

Paragraph 6) shall be amended to read:

6) Any outbuildings, sheds, barns, garages, cabins, and/or guest houses constructed on the Parcels shall be professionally and tastefully constructed and appointed and conform to all

applicable building codes, government regulations and/or zoning ordinances, and shall be well maintained and kept in good repair. The planned location of any said outbuildings, sheds, barns, garages, cabins and/or guest houses shall be disclosed and submitted to the owner(s) of the other Parcels prior to beginning construction thereon, for their approval. Approval thereof by the non-building Parcel owner(s) shall not be unreasonably withheld.

Otherwise, the originally filed Covenants, Conditions and Restrictions shall remain in full force and effect and are in no way affected hereby.

This 29 day of September, 2010.

Owner:

Ruth Hunt Wood  
Ruth Hunt Wood

Commonwealth of Kentucky  
County of Fayette

Subscribed, sworn to and acknowledged before me by Ruth Hunt Wood on this 29 day of September, 2010.

Notary Public: J. Eric Coffman

My Commission Expires: 9-25-13

Prepared By:

J. Eric Coffman  
J. Eric Coffman  
Bullock & Coffman, LLP  
234 N. Limestone  
Lexington, KY 40507

DOCUMENT NO: 172173  
RECORDED ON: SEPTEMBER 29, 2010 12:39:18P  
TOTAL FEES: \$17.00  
COUNTY CLERK: ANITA JONES  
COUNTY: CLARK COUNTY  
DEPUTY CLERK: LADONNA  
BOOK D468 PAGES 24 - 25

Ruth Hunt Wood  
P.O. Box 12587  
Lex. KY 40583