

**DEED OF RESTRICTIONS
FOR
COPPERFIELD SUBDIVISION**

1. PRIMARY USE RESTRICTIONS: No lot shall be used except for private single-family residential purposes. "Lot" shall be defined as a piece of property within the Copperfield subdivision on which there exists a single family dwelling. 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 and which shall contain a private two car attached garage. Nothing in these restrictions shall be interpreted to prohibit the ownership and operation of the existing swimming pool, clubhouse facility, tennis courts and grounds as a business by the Copperfield Neighborhood Association or another private entity.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement 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 asphalt or concrete) shall have been approved in writing by DEVELOPER or by any person or association to whom it may assign the 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. Developer may vary the established building lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. MINIMUM FLOOR AREA: All exterior building materials shall be either brick, stone, brick veneer or stone veneer, or a combination of same, and shall extend to the ground level on all sides of the building; other exterior building materials, other than those listed above, must be approved in writing by the DEVELOPER. Siding will be permitted by developer; however, not more than two consecutive houses will be permitted.

4. MINIMUM FLOOR AREA: Any residence constructed upon any lot shall contain a minimum living area measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios and garages as follows:

- (a) One story residence: 1,400 square feet on the ground floor.
- (b) One and one-half story residence: 1,500 square feet, of which at least 1,000 square feet shall be on the ground floor.
- (c) Two story residence: 1,750 square feet, of which at least 875 square feet shall be on the ground floor.

5. OBLIGATION TO CONSTRUCT OR RE-CONVEY: 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) month period of time, the Developer may elect to repurchase any and all lots on which

construction has not commenced for a purchase price of ninety percent (90%) of the original agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately re-convey and deliver possession of said lot or lots to Developer by deed of special warranty.

6. SODDING, SEEDING AND LANDSCAPING: The front and side yard of any lot shall be finished, graded and sodded and landscaped, and the rear yard shall be seeded or otherwise planted or landscaped within thirty (30) days after the completion of the main residence, provided, however, this period may be extended if the sodding, seeding or planting cannot be accomplished because of inclement weather.

7. WALLS AND FENCES: Without limitation on any other covenants herein, the location, type and method of construction of any wall shall be approved by the Developer prior to the beginning of construction, and no wall or fence shall be extended beyond the front line of the front wall of the main residence. All approved fences will have the finished side facing out from said lot. No chain link fences will be allowed.

8. VEHICLES AND BOATS: No trailers, boats, mobile homes, unlicensed vehicles, junked vehicles, immobile vehicles, commercial vehicles, personal trucks larger than pick-up trucks, or any other similar vehicle or any other similar pieces of equipment shall be parked or permitted to be parked or kept on the front or side of any lot at any time unless said vehicle is housed in a garage or basement of the residence, nor shall such vehicles be permitted to be parked in front of said residence. Due to the unsightliness created and possible annoyance to other lot owners, no extensive work such as dismantling and repairing of motor vehicles or machinery of any type shall be permitted upon any part of the property, except to effect emergency repairs.

9. NUISANCES: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to the neighborhood.

10. BUSINESS/HOME OCCUPATION: No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, 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, 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.

11. CLOTHESLINES: No outside clotheslines shall be erected or placed on any lot.

12. SATELLITE DISHES: No lot owner shall install a satellite dish or telecommunications unit of any kind, size or proportion on a lot unless approved by the Developer in writing.

13. DRAINAGE: 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.

14. 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.

15. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other small animals or birds customarily kept as household pets, provided such pets are not kept, bred or maintained for commercial purposes. All such permitted pets shall be kept within an approved enclosed area and not permitted to run or stray upon any adjacent properties, except when upon leashes or under other direct control. No "dog runs" will be allowed.

16. TEMPORARY STRUCTURES: No buildings or structures of a temporary character, including but not limited to, storage huts, trailers, tents, shacks, barns or other structures shall be constructed or permitted to remain upon any lot unless reasonably necessary during construction.

17. VEGETABLE GARDENS: No vegetable gardens shall be planted or permitted to remain upon any lot which extends nearer to the street than the rear yard of any residence on the lot, and in no event, shall be nearer than twenty (20) feet from the right of way line of any street.

18. SIGNS: No sign of any kind shall be displayed on any lot except one sign not more than three feet square for advertising the lot for sale or rent, except signs of the Developer located on the Common Areas or lots of the Developer advertising the sale of lots by the Developer.

19. GARAGES: All garages shall be rear entry or side entry attached garages on Copper Run Boulevard (main street) only; any other garage entry on Copper Run Boulevard must be approved by Developer. This restriction does not apply to any other lot other than those on Copper Run Boulevard. Any other lot can have front, side or rear entry garage.

20. OWNER'S DUTY TO MAINTAIN PROPER: 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 the lot owner fails to so maintain the lot, 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 Developer for any Expenses incurred.

21. MAILBOXES AND PAPERHOLDERS: To insure uniformity in mailboxes and paperholders, each builder will construct a brick or stone mailbox in accordance with plans specified by the Developer. No mailbox shall be wider than 27" or taller than 60". No flower boxes or other permanent additions will be allowed on mailboxes.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on that lot; no utilities may be above ground unless approved by the Developer.

23. ROOF RESTRICTIONS: No roof shall be less than a 5/12 pitch unless approved by the Developer.

24. 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 house, gazebos or similar structures which have been approved by the Developer.

25. DEVELOPER'S RESPONSIBILITIES: The Developer shall not be responsible for any improvements necessary to serve the subdivision if and after the same are constructed in accordance with the requirements of the Lexington-Fayette Urban County Government.

26. MAINTENANCE FEES: Every lot owner shall be required to pay, on February 1 of each year, an annual Neighborhood Association fee not to exceed \$200.00 per lot, to the Copperfield Neighborhood Association, 1336 Copper Run Boulevard. Said fee shall be used for maintenance of common grounds, neighborhood social activities, and mortgage, utilities, insurance, and taxes related to real property consisting of the neighborhood clubhouse, swimming pool, tennis courts, and related facilities located at 1336 Copper Run Boulevard. This annual fee may only be increased or decreased in accordance with Section 7.5 of the "By-Laws of the Copperfield Neighborhood Association, Inc."

27. ENFORCEABILITY: These covenants shall be enforceable by appropriate legal action by the Developer, the owner of any lot, or the Copperfield Homes Association in the event said Association elects to Exercise the rights herein given.

28. RESTRICTIONS RUN WITH THE LAND: These covenants and restrictions shall run with the land, shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from and after the date upon which they have been recorded, and shall be automatically extended for four (4) successive periods of ten (10) years each, unless an instrument in writing signed by not less than the owners of two-thirds of the lots changing these covenants and restrictions is recorded in the Fayette County Clerk's Office.

29. INVALIDATION: Invalidation of any one or more of these covenants and restrictions shall not affect the validity of any other provision hereof.