

AMENDED AND RESTATED

DEED OF RESTRICTIONS

FOR

TUSCANY SUBDIVISION – UNIT 4-A (SUMMERFIELD)

THIS AMENDED AND RESTATED DEED OF RESTRICTIONS (hereinafter referred to as these “Restrictions”) is made and effective as of the ____ day of _____, 2010, by **HAYMAKER DEVELOPMENT CO., LLC**, a Kentucky limited liability company, having a mailing address of 3120 Wall Street, Suite 300, Lexington, Kentucky 40513 (hereinafter referred to as the “Developer”).

WITNESSETH

WHEREAS, the Developer is the owner of Unit 4-A, of the Tuscan Subdivision (Summerfield) to the City of Lexington, Fayette County, Kentucky (the “Subdivision”), as shown by that Final Record Plat of record in Plat Cabinet N, Slide 270, in the Fayette County Clerk’s Office (hereinafter referred to as the “Original Plat”), and by that Amended Final Record Plat of record in Plat Cabinet ____, Slide ____, in the Fayette County Clerk’s Office (the “Amended Plat”) (the Original Plat, as amended and superseded by the Amended Plat, being hereinafter collectively referred to as the “Plat”); and

WHEREAS, the Developer has previously executed and recorded an instrument titled “Deed of Restrictions for Tuscan Subdivision – Unit 4-A (Summerfield)”, dated February 8, 2008, now of record in Deed Book 2786, Page 443, in the Fayette County Clerk’s Office (the “Original Restrictions”); and

WHEREAS, the Developer is on this date the owner of all lots in the Subdivision; and

WHEREAS, the Developer is desirous of establishing these Restrictions for the purpose of completely restating and superseding all terms of the Original Restrictions, with the result being that **the Original Restrictions will be null, void, and completely superseded by these Restrictions**; and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the lots within 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 the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS:

A. Single Family Residential Purposes. 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.

B. Use Of Lots: No lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping lot, and uses customarily incidental thereto, provided, however, that no lot may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility, and no lot may be used as a residence for more than two (2) persons unless each additional person is a lineal descendant of at least one of the other persons. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the lot), making professional telephone calls or corresponding, in or from a lot, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these Restrictions; (ii) it shall be permissible for the Developer to maintain, during the period of its sale or rental of lots, one or more lots and/or portions of the Common Area as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more lots or a portion thereof and/or a portion of the Common Area may be maintained for the use of the East Pointe Homeowners Association, Inc. (the "East Pointe Association") in fulfilling its responsibilities.

C. Renting and Leasing. No lot or portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders (rental to one or more persons of a portion of a lot). No lease may be of less than entire lot. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof and shall provide that

the failure by the tenant to comply with the terms of these Restrictions and lawful rules and regulations of the Association shall be a default under the lease. Prior to the commencement of the term of a lease, the owner of the lot shall notify the Board of Directors of the East Pointe Association, in writing, as to the name or names of the tenant or tenants and the period during which the lease term shall be in effect. In addition, in order to assure that the Subdivision, from time to time, meets the requirements of institutional first mortgages and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Subdivision for owner-occupant residential financing, and to maintain the character of the Tuscany/Summerfield residential development as primary housing for owner-occupants, the Board of Directors of the East Pointe Association, from time to time, may adopt rules limiting or restricting the number of residences within the Tuscany/Summerfield residential development that may be rented, provided, that no such rules shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a lot by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the lot of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the lot(s) so acquired, or (ii) the Developer to rent a lot(s) owned by the Developer.

2. **APPROVAL OF CONSTRUCTION PLANS:** All house plans must be approved in writing by the Developer, at the Developer's sole discretion (which may be arbitrarily withheld) prior to the commencement of ANY construction. No construction of any kind, including excavation or lot clearing, shall begin until the Developer has approved such construction plans in writing. Additionally, 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 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 rear 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. All plans submitted to the Developer for its approval shall be based upon a one-fourth (1/4) inch equals one (1) foot scale.

3. FRONT YARD 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 three (3) feet.

B. The Developer may authorize variances from compliance with respect to any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, provided that any such variance is in accordance with the duly adopted rules and regulations of the Lexington-Fayette Urban County Government (the "LFUCG"). 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) prevent the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval from any governmental agency or the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting such a variance.

4. MINIMUM FLOOR AREA AND SIDE YARD SET-BACK REQUIREMENTS:

A. All ranch-style houses shall have a minimum of 1,600 square feet, exclusive of the garage.

B. A one and one-half (1-1/2) story house shall have a minimum of 1,000 square feet on the ground floor, exclusive of the garage, with a total minimum of 1,800 square feet.

C. A two (2) story house shall have a minimum of 1,000 square feet on the ground floor, exclusive of the garage, with a total minimum of 2,200 square feet.

D. Any other type of house not specifically listed above shall have a minimum of 2,200 square feet, exclusive of the garage.

E. Minimum three (3) foot side yard set-backs shall be required by the Developer; however, any wider set-back requirements of the LFUCG residential (R-3) zoning category shall supercede this side yard set-back requirement and any notes denoted on the Plat regarding side yard set-backs.

F. 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.

5. BUILDING MATERIALS AND DESIGN CRITERIA: The following requirements must be adhered to unless otherwise agreed to by the Developer in writing:

A. Exterior Materials. The type of exterior building materials utilized in the construction of any house in the Subdivision must first be approved of in writing by the Developer. The exterior surface of the **front** of all houses must be constructed entirely of brick or stone (except in the case of dormers or other small trim surface areas where using brick or stone would impose an undue financial hardship). **All four (4) sides of the house must have “brick to grade” exteriors with the brick starting from the level of the first floor down to the grade, and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer. The lower elevation of any brick (or stone) "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass).**

As it relates to mortar, only buff, cream, or gray mortars will be allowed. No black or dark colored mortars will be permitted.

The brick or stone veneer shall be extended to the finished grade, and there shall be no exposed concrete, concrete block or stucco foundations permitted without the Developer's prior written consent. No other exterior building material shall be used except upon the approval by the Developer in writing. Any and all retaining walls extending beyond the exterior residential structure walls shall be either the same material as the exterior residential structure walls or properly installed “Keystone block”.

B. Shingles. All roof shingles shall be of the “30 year dimensional shingle” type, with a 230 pound per square minimum weight, and of a dark or “earth-tone” color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. Non-Brick Surfaces. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of “earth-tone colors (as hereinafter defined), and window shutters and the front door of the house may (if not natural colored wood) also be black, dark green, navy, wineberry or burgundy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. Cantilevers and “Bump-Outs”.

(i) No cantilevered, bump-outs or exterior protrusions will be permitted for fireplaces, TV/entertainment centers, tubs, or any other purpose unless grounded to the earth, and meeting all of the exterior finish requirements set forth herein. **The height of all bump-outs shall reach or exceed the roof line of the house.**

(ii) “Direct vent fireplace systems” are permitted, and the exterior vent may be visible on the outside of the house.

(iii) All bowed room extensions must be grounded and finished per the approved exterior materials listed in Paragraph 5. A. Bay windows, for the purpose of a window treatment only, do not have to be grounded to the earth.

E. Windows. All windows must have a low E glass rating. Only white, off white and warm, earth-tone colors will be permitted.

F. “Earth-Tone” Colors Defined. For purposes hereof, “earth-tone” colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown, and white. By way of example and not by way of limitation, the following colors are **not** considered to be “earth-tone” colors: yellow, green, orange, red, blue, pink, purple and black.

6. APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without the prior written approval from the Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, tennis courts, and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Developer. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

A. Garages and Garage Doors. All garages shall be attached to the main residence, and shall be entered from the front (or the side, if, and only if, the lot is a corner lot). Each residence must have a garage large enough to accommodate at least two (2) automobiles. Each garage door must include straps, handles and decorative windows (or similar features), as design features in order to enhance the architectural style of the door.

B. Driveways, Sidewalks and Curbs. All driveway areas must be made of concrete or brick. The builder/owner of the house constructed upon each lot shall be responsible for repairing, at its expense, any damage done to the curb in front of the lot and the sidewalks upon that lot as the consequence of construction activity. The Developer shall have the right to repair any such curb or sidewalk damage and hold the builder/owner liable for the reasonable cost of such repair. Each lot owner shall be responsible for maintaining the sidewalks on that lot, at the lot owner’s expense. Each lot owner shall concrete or brick the driveway prior to occupancy of the house thereon. All houses must have a private sidewalk that leads from either the residence driveway or front city sidewalk to the main entrance area/front stoop or porch.

C. Swimming Pools. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement, and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend toward the front or side street property line beyond the rear corners of the residence. No lighting of a pool or other recreation area may be installed without the prior written approval of the Developer, and if allowed, such lighting must be designed for recreational purposes only, consistent with the residential character of the neighborhood, and appropriately buffered to minimize the emission of such lighting to the surrounding residences.

D. Tennis Courts. No tennis court shall be constructed without the prior written approval of the Developer. Any tennis court approved by the Developer shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court. No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

E. Basketball Goals. No basketball goal shall be permanently erected without the approval of the Developer in writing. All basketball goals must be situated on the driveway near the house or at the rear of the lot. No basketball goal shall be placed on the street, sidewalk or utility strip in front of the lot or in any common areas. All permanently installed basketball goals must have a transparent backboard. No lighting or illumination devices shall be allowed to be attached to the goal, backboard or support structure, and no detached lighting devices shall be permitted if the purpose of which is to facilitate the playing of basketball during the evening hours.

F. Fences. **No chain-link, vinyl, 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 (or its designated representative) as to type and location, and no fence or wall may exceed six (6) feet in height. **No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative.**

Requests for fencing on corner lots will be reviewed by the Developer on a case-by-case basis. Acceptable fence materials are brick, stone, decorative black aluminum or black iron, and traditional wood fencing. All wood fences must have the “finished side” facing outward.

G. Air Conditioning and Utility Areas. Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

H. Mailboxes. To insure uniformity, all mailboxes shall be of a decorative “aluminum” design in accordance with the design shown on the drawing attached hereto as Exhibit “B”, painted with a “black” finish. The house address number shall be mounted on both sides of the mailbox with gold vinyl lettering, two (2”) inches high for all “stand alone” mailboxes; however, in the case of “dual mailbox” designs, only the “outside” side of each mailbox shall be required to have gold vinyl lettering. Any deviations from these requirements shall required the Developer’s written approval; provided however, that this provision is subject to the United States Postal System’s requirements.

I. Satellite Dishes. No satellite dish may be erected or placed on any lot in excess of 36 inches in diameter and any such dish must be attached to the house or deck (as opposed to being freestanding) and discretely situated so as to minimize its visibility from the street. Any deviation to these standards must be approved of in writing by the Developer (or its assignee).

J. Clotheslines. No outside clothesline shall be erected or placed on any lot.

K. Temporary Structures. No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders during the construction upon the subject lot; any such sheds or offices shall not exceed 200 square feet in area, and shall be removed when the construction or development has been completed or is no longer taking place.

L. Portable Storage Units. No portable storage units (temporary or permanent), including those storage units commonly referred to as “PODs”, may be placed or kept on a driveway or any other portion of a lot for more than fourteen (14) consecutive days (or such longer period as the Board of Directors of the East Pointe Association may agree to), and in no event on any one (1) lot more than two (2) times per

calendar year. **In no event may such a storage unit be placed in the street in front of a lot (or in the case of a corner lot, the side street adjacent to such lot).**

M. Lighting. No exterior lighting, including recreational lighting, shall be installed or maintained on any lot if the lighting is found to be objectionable by the neighborhood or the Developer. Exterior lighting for security purposes shall be permitted provided that such lighting is directed so as to not intrude upon a neighboring property. Upon being given notice by the East Pointe Association or the Developer that any exterior light is objectionable, the owner of the lot on which same is located shall immediately remove said light or have it shielded in such a way that it is no longer objectionable.

N. Propane Gas Tanks. All propane or natural gas tanks (other than those used for cooking grills) must be completely buried underground.

O. Exterior Porch or Deck Enclosures. No exterior porch or deck may be enclosed, nor may any windows or vinyl sliders be permanently installed in any exterior porch or deck, without the Developer's prior written approval. Any curtains or drapes installed on an exterior deck or porch must (i) be attached to the interior wall or ceiling of the deck, (ii) be of a solid color on the outer side (i.e., the side visible from neighboring homes), (iii) be of a color that is harmonious with the exterior surface materials of the house, and (iv) be fastened or anchored to the inside of the porch or deck so as to prevent the curtains or drapes from freely blowing in the wind outside of the deck area.

P. Compost Bins. No compost bin shall be constructed without the prior written approval of the Developer. The maximum size of a compost bin shall be six (6) feet (in length) by three (3) feet (in width) by two (2) feet (in height). No compost bin shall be constructed or placed nearer to the street than the rear yard of any residence, and in no event nearer than twenty (20) feet from the right of way line of any street and shall not extend beyond the primary permanent residential structure. Compost bins must be screened on the three sides that face away from the permanent residential structure using evergreen plantings sufficient in size to shield the compost bin from view. Compost bins must be properly maintained and used to prevent attraction to rodents, foul odors, and/or any other nuisance.

Q. Radon Pipes. Any radon pipe which exits via the exterior of a residence and runs vertically up to the roof line must be painted so as to blend in with the exterior of the house.

R. Rain Barrels. Rain-water collection vessels (sometimes commonly referred to as "rain barrels") shall be permitted to collect roof water drainage if

adequately connected to the downspouts on a residence and integrated and disguised so as to be part of the general landscaping plan of the residence.

7. LANDSCAPING AND REPAIRS TO INFRASTRUCTURE DURING CONSTRUCTION: During construction (or after construction, if the damage was done during construction), builders shall be responsible for the following:

A. Stockpiling of any building materials shall not be allowed within the drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.

B. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the Subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

C. No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, or whether or not said lot adjoins the construction site.

D. **Builders must comply with the LFUCG's silt control procedures (i.e., silt fence, rock entrances, maintenance and cleaning of roadways, protection of any storm sewer curb boxes or surface inlets on or adjacent to their lot, etc.). Any damage done to the storm or sewer lines or manholes in or serving the Subdivision as the consequence of a builder failing to comply with these requirements must be repaired immediately by the builder (at the builder's expense) to the satisfaction of the LFUCG and the Developer. In the event the builder fails to properly and timely make such repairs, the Developer shall have the option to make such repairs and seek reimbursement for the expense of same from the builder.**

E. Any damage done to the sidewalks, curbs, streets or other infrastructure within or serving the Subdivision as the consequence of a builder's construction activity (including the delivery of building materials) must be repaired immediately by the builder (at the builder's expense) to the satisfaction of the LFUCG and the Developer. In the event the builder fails to properly and timely make such repairs, the Developer shall have the option to make such repairs and seek reimbursement for the expenses of same from the builder.

8. PERMANENT LANDSCAPING PLANS: All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the Developer for approval shall include the following requirements:

A. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by the Developer.

B. All front, side and rear yards must be completely sodded upon the completion of construction. Seeding in lieu of sodding is strictly prohibited.

C. During the next planting season following the completion of the construction of the residence on each lot (i.e., during the Fall and early Winter months, as designated by the Developer's landscaping contractor), the Developer shall be responsible for planting the initial "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the Lexington-Fayette Urban County Government Regulations regarding quantity and species type. The estimated cost of purchasing and planting the initial "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. The cost of purchasing and planting replacement "street trees" shall be at the sole cost and expense of the builder or owner.

D. No existing living tree shall be cut or removed so as to conflict with the notations on the Plat or the tree regulations of the LFUCG or any "tree preservation area" so designated by the Developer. The requirements regarding any "Tree Protection Area" (as designated and illustrated on the Plat, and hereinafter referred to as a "TPA") shall be adhered to by the owner of any lot upon which a TPA is situated, and no activity prohibited by the LFUCG's regulations applicable to TPAs shall be allowed to take place within any TPA without the prior written approval of the LFUCG's Urban County Forester and by the Developer.

E. Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale.

F. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

9. UTILITIES: Any and all utility lines, conduits, pipes or wires must be constructed, placed and maintained underground.

10. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted 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.

11. USE AND STORAGE OF VEHICLES:

A. No trailer, truck, large commercial vehicle, camper trailer, recreational vehicle, camping vehicle, personal watercraft, all-terrain vehicle (“ATV”), boat or trailer 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. This paragraph shall not be construed to be a prohibition against sports utility vehicles (commonly referred to as “SUVs”). Absolutely no ATVs, golf carts, motorized dirt bikes, scooters or mopeds (as defined by the LFUCG’s Division of Police Rules and Regulations), or motorized go-carts will be permitted to be used within the Subdivision (or any other portion of the Tuscany/Summerfield residential development), or upon the Subdivision streets, sidewalks, common or undeveloped areas in the Subdivision (or any other portion of the Tuscany/Summerfield residential development).

B. Any and all routine automobile maintenance shall be conducted within the garage or within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

12. 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 more than five (5) customers coming onto the lot at any one time, has no daily outside employees, and is consistent with the residential character of the Subdivision) 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.

13. 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. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

14. EASEMENTS:

A. Utility Easements. Easements for the installation and maintenance of utilities may be reserved over each lot by deed or as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. Should any structure, plant or other material placed within such an easement be damaged or destroyed, the owner of the lot shall be solely responsible for any repair and/or replacement costs. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B. Common Open Space Easements. The Developer has included within its master development plan common open space easements, for the enhancement of the property and for the use of all property owners. The common open space easements may be used for locating utility lines. All common open space is and shall remain private property exclusively for recreational or access purposes. The common open space shall be used exclusively by residents or guests accompanied by residents. The East Pointe Association shall (i) maintain, and (ii) obtain and maintain adequate liability insurance regarding, any common open space located in Unit 4-A, and any other sections of the Tuscany/Summerfield residential development which the Developer may by future deed restriction or amendment thereof designate and provide. No structure, object or plant material may be placed in the common open space without the approval of the Developer. The Developer shall have the right, but not the obligation, to deed any common open space to the East Pointe Association.

C. Monument Signs/Entry Features. The Developer reserves the right (but not the obligation) to construct monument signs, landscaping features or similar type of improvements upon any lot or common area in the Subdivision near any street intersection leading into the Subdivision. Any such feature shall be constructed at the expense of either the Developer or the East Pointe Association and maintained at the expense of the East Pointe Association. An easement is hereby reserved over the appropriate portion of any such lot in favor of the Developer and the East Pointe

Association in order to facilitate the construction and maintenance of the feature as designated on the Plat.

15. DISPOSAL OF TRASH:

A. Dumping. During construction, builders must provide a dumpster for building debris and waste. Any other method of debris removal must be approved in writing by the Developer. 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. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waster receptacles. Dumping of said materials on any other lot is strictly prohibited. The Developer reserves the right to remove any trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section.

B. Garbage Cans. All garbage cans, bags, “Herbies”, “Lennies”, and “Rosies” (or any other solid waste receptacle) shall be located or screened so as to be concealed from view of, or have a minimally invasive effect if viewed from, neighboring lots, streets and property located adjacent to the lot, except that they may be moved to the curb for collection purposes on the day of collection per the LFUCG’s rules and regulations. All rubbish, trash and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon.

16. FIREWOOD STOCKPILING: Any and all firewood stockpiles shall be placed so as to not detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black or dark green in color and securely tied down to prevent disturbance by wind.

17. 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. Any and all complaints regarding animal nuisance issues, including barking dogs, are to be submitted to the LFUCG as per the ordinances, rules, regulations and guidelines of the LFUCG.

18. 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. The Developer shall be entitled to file a **lien** against such lot [and the owner(s) thereof] to secure the reimbursement of any such expenses incurred. Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to the completion of construction in accordance with all of the provisions referred to herein.

19. **SIGNS:** No sign of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs, political advertisements [for a period not exceeding thirty (30) days and subject to the rules and regulations of the LFUCG] and “yard signs” regarding community-oriented issues [all of which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer. No signs may be displayed in any common area or entryway without the Developer’s prior written approval.

20. **GARDENS:** The materials used in gardens and the plants grown in gardens must be aesthetically pleasing to neighboring residents. 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.

21. **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 apply to pool houses, gazebos, outdoor kitchens, hot tub enclosures or similar structures which have been approved in writing by the Developer. Outdoor storage buildings, sheds, detached garages or greenhouses are not permissible. (For purposes of this Numerical Paragraph 21, compost bins are not considered to be storage sheds or otherwise prohibited by this Paragraph. However, specific restrictions regarding compost bins are set forth in Numerical Paragraph 6. P. of this Deed of Restrictions.)

22. **OBLIGATION TO CONSTRUCT:** Every lot owner shall, within eighteen (18) 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 eighteen (18) months period of time, the Developer may elect to extend said timing, upon written request from the builder or owner, due to economic conditions or undue hardship of the builder or the owner of the lot. If extended time to construct is granted by the Developer, the builder or owner must maintain the lot by cutting the grass and keeping said lot clear of debris at its sole cost and expense.

23. ROOF PITCH: No roof on any residence shall be less than a 6/12 pitch unless approved in writing by the Developer. However, if architectural limitations prohibit a roof pitch as required herein to be achieved on porch additions, sunrooms, covered decks, and other similar areas/additions, then a roof pitch down to 3/12 or less may be acceptable on those areas only. Plans (which are to include the roof pitch) for porch additions, sunrooms, covered decks, or other similar areas/additions must be submitted to and approved by the Developer in writing before commencing construction.

24. ARTIFICIAL VEGETATION: No artificial vegetation shall be permitted on the exterior of any portion of any lot.

25. 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.

26. WATER FEATURES: All lakes, ponds, and streams, if any, within the Subdivision (hereinafter referred to as "Water Features") shall be aesthetic amenities only, and no other use thereof, including, without limitation, wading, swimming, boating, fishing or the use of personal flotation devices, or any other activity deemed to be a nuisance by the Developer or the East Pointe Association (at their sole discretion), shall be permitted. In no event shall the water sprinkler or lawn irrigation system of any type connected with any lot in the Subdivision be allowed to draw water from any of the Water Features for personal use; however, the Developer or the East Pointe Association shall be entitled, from time to time, at their sole discretion, to draw water from any of the Water Features during a drought or emergency situation if necessary to promote the common good of the community. **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 Water Features within the Subdivision.** The East Pointe Association shall be obligated to obtain and maintain adequate liability insurance covering all Water Features in the Subdivision.

27. HOMEOWNERS ASSOCIATION:

A. The Articles of Incorporation of **East Pointe Homeowners Association, Inc.** (the "East Pointe Association"), and which may be amended from time to time, are recorded in the Fayette County Clerk's Office.

B. Every owner of a lot in Unit 4-A, of the Tuscany (Summerfield) Subdivision (and the owners of lots in such other sections of the Tuscany/Summerfield residential development [and any other residential subdivisions in the "Hamburg" vicinity in Lexington, Kentucky, developed by the Developer, including, but not limited to, those

subdivisions named “Summerfield” and “Harper’s Pointe” (hereinafter collectively referred to as the “Subdivisions”)] as the Developer has specified in other deed restrictions or may specify in future deed restrictions) shall be a member of the East Pointe Association and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the East Point Association. Such owner and member shall abide by the East Pointe Association’s by-laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the East Pointe Association’s Board of Directors.

C. The objects and purposes of the East Pointe Association are set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members. The East Pointe Association shall have jurisdiction over all residential units of the Tuscany/Summerfield residential development (as well as the other Subdivisions), and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as are shown on any plat of the Tuscany/Summerfield residential development (as well as the other Subdivisions), and acceptance of common areas for purposes of operation, maintenance and repair.

D. Any assessments levied by the East Pointe Association shall be used only for purposes generally benefiting the East Pointe Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements subordinate to the lien of any first mortgage or vendor’s lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

E. The East Pointe Association has established an annual assessment of \$200.00 per lot per year for the 2010 calendar year. The Board of Directors of the East Pointe Association may, from time to time, increase or decrease the assessment. The Board of Directors of the East Pointe Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of occupancy for a portion of the year, with the proration to be calculated by determining the number of days of occupancy of the residence from the date of occupancy through December 31 of that year. This subparagraph should not be construed to restrict or prohibit the rights of the East Pointe Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, rules or regulations.

F. The Developer shall have total control of and be vested with all authority over the East Pointe Association until such time as it has (i) transferred title to one hundred (100%) percent of the lots in the entire Tuscany/Summerfield residential development, including the other Subdivisions and adjacent land brought within the scope of the East Pointe Association by the Developer (whether or not such adjacent land is owned or subsequently acquired by the Developer).

28. ASSIGNMENT OF DEVELOPER'S RIGHTS: The various rights regarding approvals and otherwise retained by or conferred upon the Developer in this instrument may be assigned to any person, entity or association.

29. ENFORCEMENT: Enforcement of these Restrictions by the Developer, the East Pointe Association, or any lot owner shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. The failure of any owner to demand or insist upon observance of any of these 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. Wherever in this instrument a lot owner has an affirmative obligation to take some action or is restricted from taking some action or is restricted from taking some action without the approval of the Developer, and the lot owner violates any of those requirements, the Developer may notify the lot owner of his violation. If the lot owner has not complied with the Developer's notification to correct the violation within 30 days, the Developer shall have the right to correct the violation, and the cost of correcting such violation shall be paid by the lot owner to the Developer immediately upon demand. To secure the payment of that obligation by the lot owner, the Developer shall have a lien on such owner's lot, which lien shall be equal in priority to the lien provided for in Paragraph 27(d) above. That lien shall be enforceable against the lot by foreclosure or otherwise.

30. SEVERABILITY OF PROVISIONS: The 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.

31. 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.

32. AMENDMENTS: These covenants and restrictions may be amended **at any time by the Developer**, provided that the Developer still owns at least one (1) lot or tract of land in the Tuscany/Summerfield residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 4 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 canceled or amended at any time by a majority vote of the Board of Directors of the East Pointe Association, followed by the affirmative action of the owners of sixty percent (60%) of the lots subject to these Restrictions (voting in person or by proxy) at an annual or special meeting of the East Pointe Association following the sending of notice of the scheduling of the meeting and the nature of such amendment to each lot owner by U.S. mail, hand-delivery or email transmission, except that (a) no such cancellation or amendment shall affect the provisions of Paragraph 27 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Tuscany/Summerfield residential development. 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.

33. RESTRICTIONS RUN WITH LAND: Unless canceled, 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) a majority of the then owners of the lots in Unit 4-A of the Tuscany Subdivision (Summerfield), and (b) the Developer if the Developer still owns any lots or tracts of land within the Tuscany/Summerfield residential development, 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., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on this the day and year first above written.

HAYMAKER DEVELOPMENT CO., LLC,
a Kentucky limited liability company

BY: _____
TIMOTHY L. HAYMAKER,
Managing Member

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed of Restrictions was subscribed and sworn to before me by Timothy L. Haymaker, the Managing Member of Haymaker Development Co., LLC, a Kentucky limited liability company, on this the ____ day of _____, 2010.

My Commission Expires:_____

NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

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