

ADDENDUM TO COVENANTS AND RESTRICTIONS

OF

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McMEEKIN PLACE

SUPERBEADS, a Kentucky general partnership (the "Developer"), and JAMES R. FREEDMAN and MARY LOU FREEDMAN, his wife (the "Freedmans"), hereby create, declare and impose the COVENANTS AND RESTRICTIONS OF McMEEKIN PLACE to which this Addendum is attached (the "Covenants and Restrictions") applicable to the tracts of land composing the McMeekin Place Subdivision ("McMeekin Place"), all as more particularly described in the Covenants and Restrictions.

W I T N E S S E T H:

WHEREAS, the Developer executed the Covenants and Restrictions which were previously recorded in Deed Book 1352, at Page 779, in the Fayette County Court Clerk's Office; and,

WHEREAS, the Developer is the owner of Lots 1 through 6 and 8 through 23 and the Freedmans are the owners of Lot 7 in McMeekin Place; and,

WHEREAS, the Developer and the Freedmans desire to execute this Addendum to accomplish the purposes set forth in the Covenants and Restrictions;

NOW, THEREFORE, the Developer and the Freedmans hereby declare that Lots 1 through 23 of McMeekin Place located in Fayette County, Kentucky, a plat of which is of record in Plat Cabinet E, Slide 750, in the Fayette County Court Clerk's Office, are and shall be held, transferred, sold and occupied subject to the terms and provisions of the Covenants and Restrictions. Further, the Developer and the Freedmans hereby adopt, ratify and affirm the Covenants and Restrictions in every respect.

SUPERBEADS,
a Kentucky general partnership

By: William R. Sutherland
William R. Sutherland
Partner

By: SARANDA, INC. Partner

By: Michael L. Ades
Michael L. Ades
President

("Developer")

Michael L. Ades et al

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COVENANTS AND RESTRICTIONS OF McMEEKIN PLACE

SUPERBEADS, a Kentucky partnership, (the "Developer"), hereby creates, declares and imposes these COVENANTS AND RESTRICTIONS OF McMEEKIN PLACE ("Covenants and Restrictions") applicable to the below-designated tracts of land composing the McMeekin Place Subdivision, located in Fayette County, Kentucky.

W I T N E S S E T H :

WHEREAS, the Developer owns the real property consisting of those tracts of land designated as Lots 1 through 23 (the "Lots"), and as the private street right-of-ways (the "Common Areas") of the McMeekin Place Subdivision ("McMeekin Place"), located in Fayette County, Kentucky, a Final Record Plat (the "Plat") of which is recorded in Plat Cabinet E, Slide 750, in the Fayette County Court Clerk's Office; and

WHEREAS, for the beneficial interest of the Developer and of the future owners (the "Owners") of the Lots, it is desirable to subject said Lots to, and to impose upon the Developer and Owners of the Lots, their successors and assigns, certain restrictions, conditions, limitations, reservations and covenants in order to

(i) assure the beneficial, harmonious and attractive development and improvement of the Lots and Common Areas;

(ii) cause the construction of residences and improvements of exterior scale, design quality and appearance which will be harmonious with other residences and enhance the aesthetic appearance and value of the Lots and residences; and

Praxis L. Greenbaum, etc

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(iii) to prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable development and maintenance of said Lots and Common Areas; and

WHEREAS, the Developer desires to reserve for itself the sole discretion to review and approve certain aspects of the plans and specifications for the improvement of the Lots, alterations to such improvements and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above-described purposes;

NOW, THEREFORE, the Developer hereby declares that Lots 1 through 23 of McMeekin Place located in Fayette County, Kentucky, a plat of which is of record in the Fayette County Clerk's Office as described above, are, and shall be held, transferred, sold, and occupied subject to the following protective restrictions, conditions, limitations, reservations, covenants and agreements which are hereby declared to be covenants running with the land.

1. No Lot shall be used except for residential purposes consisting of one single-family residence, a garage and accessory uses, all as permitted herein. All buildings erected, altered, placed and/or permitted to remain on said Lots shall be detached single-family residences with attached garages (except the existing detached garage on Lot 22 shall be allowed to remain) and other permitted buildings. The garage entrances shall not directly face the street unless the front of the garage is at least twenty feet (20') towards the rear of the Lot from the front wall of the attached residence which is closest to the garage. No part of any garage shall be located closer to the street than the front wall of the attached residence which is closest to the garage. The attached garage shall, as a minimum, contain sufficient space to accommodate two automobiles.

2. Prior to the beginning of construction of any improvements upon a Lot (defined to be the beginning of any excavations, grading or placement of improvements), there shall be submitted to, and approved by, the Developer in its sole discretion, duplicate copies in writing of the following:

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a. Plans, specifications and elevations of all buildings (the "Building Plans") to be constructed, including a description of all exterior building and roof materials (including the color and type of exterior building and roof materials). One complete set of the Building Plans shall be retained by the Developer. All exterior walls of the Residence, the attached garage, mailboxes and any other buildings on the Lot that are visible from any portion of another Lot shall be of unpainted brick in colors of red, bronze, brown, gold, and/or similar and compatible such colors or mixtures, except the existing residence and garage on Lot 22 which may be painted in colors of red, bronze, brown, gold and/or similar and compatible such colors or mixtures. All walks, steps, porches, patios and other non-vehicular, non-planted surfaces in front of the Residence shall be of brick, flagstone, pavers, or other approved surface (concrete shall not be permitted) compatible with the brick of the Residence. All residences to be constructed shall be of a traditional architectural character (e.g. Georgian, Federalist, Williamsburg, etc.). Split-level, ranch or raised ranch, split-foyer, and contemporary or modern residences are not permitted. Notwithstanding the provisions of this Paragraph 2, the existing residence and garage on Lot 22 shall be allowed to remain but shall otherwise be subject to the provisions hereof except as specifically modified herein. In the event the existing residence on Lot 22 shall be damaged, destroyed or demolished to more than eighty percent (80%) of its value, then any reconstruction, rebuilding or new construction shall (i) conform to all of the provisions

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of these Covenants and Restrictions, and (ii) the existing garage shall be removed and replaced in conformity with the provisions of these Covenants and Restrictions.

b. Plot plan (the "Plot Plan") showing the location and dimensions of all buildings, driveways, porches, patios, terraces, mailboxes, pool houses or other accessory buildings or structures, pools, tennis courts, Gazebos, or any other permanent exterior structures or improvements, the approximate location of existing trees (marked to designate which are proposed to be cut down and which are to be retained), all applicable front, side and rear lot lines and easements, floor level elevations, roof slopes (the roof pitch shall not be less than 6 on 12), and the type and location of the front yard landscaping required herein. Within 120 days after completion of the residence on each Lot (except for Lot 22), whether occupied or not and in addition to any trees already existing on the Lot at the time of conveyance by the Developer or subsequently planted or proposed to be planted by the Developer, there shall be planted on each Lot in front of the residence not less than ten (10) shrubs and/or trees.

c. All proposed alterations, additions, or changes to the Building Plans or Plot Plan (as previously approved) shall be submitted to the Developer in writing, and shall conform to all of the conditions above. The Developer shall have the right to approve, at its sole discretion, the proposed alterations, additions or changes.

d. The approvals of the Developer as provided above shall be valid only if construction is begun in accordance thereto within one year from the date of such approvals. If construction has not begun within said time, then the approvals shall lapse, and reapproval by the Developer shall be required prior to the beginning of such construction or improvements.

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3. Only one residence with an attached garage (except for the existing detached garage on Lot 22) and approved additional building and improvements described in Paragraph 2b above shall be permitted upon a Lot.

4. 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: 2200 square feet on the ground floor.

b. One and one-half and two story or more residences: 1500 square feet on the ground floor.

5. The owner of the Lot shall have the responsibility to preserve and protect underground utilities located on the Lot. No utilities may be above ground unless approved by the Developer.

6. All driveways and parking areas must be finished with asphalt, concrete, brick, or other approved hard surface construction materials.

7. Within thirty (30) days after completion of the residence (weather permitting) on each Lot, the front yard shall be finish graded and sodded, and the side and rear yards shall be seeded, or otherwise similarly planted or landscaped in full excepting only driveways, parking areas, sidewalks, walkways, patios, terraces, porches, tennis courts, garden area, etc.

8. No trees shall be removed or cut except (i) dead or diseased trees, or, (ii) unless the prior approval of the Developer is obtained in writing and for reasons caused by the construction of improvements and/or the beneficial develop-

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ment and use of the Lot. The Developer is not responsible for the life or soundness of any trees.

9. The natural ground areas comprising the Detention Basin Easement as shown on portions of Lots 17 and 18 on the Plat, and the natural ground areas comprising the Storm Sewer Easement as shown on a portion of Lot 10 on the Plat, shall be maintained by the respective Owners of the said respective Lots in accordance with the provisions relating thereto as described on the Plat. The structural storm drainage facilities located within said Detention Basin Easement and Storm Sewer Easement, including, but not by way of limitation, the storm drainage pipes, flow structures and flow ways, whether of finished material or rock material construction, shall be maintained, repaired, reconstructed, and otherwise operated, by, and at the expense of, the McMeekin Place Homeowners Association, Inc. in accordance with the provisions relating thereto as described on the Plat and the obligations of the Association shall be primary for such work (notwithstanding the provisions of the Plat requiring said obligations to be performed by the Owners of the respective Lots 17, 18 and 10).

10. No fences or walls may be constructed or permitted to remain on any Lot without the prior approval by the Developer as to type and location, except fences along the rear boundaries of Lots 2 through 22 (i.e. such boundaries as do not border a contiguous Subdivision Lot) which do not require the approval of the Developer.

11. No trailer, inoperative automobiles or other vehicles, motor home, boat, camper, truck or other similar vehicles or property shall be allowed to remain on any Lot unless kept within an approved enclosed garage or approved enclosed storage area (i.e. within approved walls or fences) so as not to be visible from any other Lot or the street. Notwithstanding the foregoing, vehicles reasonably necessary during construction or alterations of any buildings upon the Lot are permitted.

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12. No gas, fuel oil, or other holding tanks of any type shall be permitted to remain on any Lot without the prior approval of the Developer as to the location and character of enclosure or barriers.

13. No exterior laundry or clotheslines which are visible from any adjoining property or street shall be permitted to remain.

14. No antenna occupying an area larger than a two-foot cube may be affixed to the residence, garage, or any other building or other structure, nor shall extend higher than the highest point of the building or structure to which it is attached. No other antenna not so attached but located on the ground of any Lot shall be permitted unless in the rear yard of a Lot and not to exceed fourteen (14) feet in height from ground level. Any permitted antenna shall be placed in such location towards the rear of the building or structure as to be least visible to the nearest lot and street right of way and shall be adequately screened to minimize its view from other Lots. Short-wave, "Ham" radio, and television, and all other types of towers are prohibited.

15. 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" or permanent dog or other pet shelters shall be permitted which allow the keeping of dogs or other pets in the yards of any Lot.

16. No buildings or structures of a temporary character, including, but not limited to, storage huts, trailers, tents, shacks, barns or other such structures shall be constructed

or permitted to remain upon any Lot unless reasonably necessary during construction.

17. No vegetable gardens upon any Lot shall be planted or permitted to remain which extend nearer to the street than the rear yard of any residence on the Lot, and in no event, shall be nearer than sixty (60) feet from the right of way line of any street.

18. No sign of any kind shall be displayed on any Lot except one sign not more than three square feet 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. Each Lot shall be maintained in a neat and orderly condition, whether having improvements thereon or vacant. Weeds and grass shall be cut when necessary, and leaves, broken limbs and other debris shall be removed when necessary. In the event that an Owner of a Lot fails to maintain his Lot in a neat and orderly condition, the Developer may, at its discretion, enter upon such Lot without liability and proceed to put it into an orderly condition, billing the cost of such work at the rate of 2.5 times the cost of labor and materials used. Said costs shall be a valid debt of the Owner (and all successor Owners of the Lot), and shall constitute a lien on the Lot as provided in the recorded Declaration of the McMeekin Place Homeowners Association, Inc., and upon failure of the Owner to pay said cost in full within thirty (30) days from receipt of a bill therefore, shall be collectable by appropriate legal action together with late charges at the rate of \$5.00 per month or fraction thereof, and reasonable attorneys' fees and expenses related thereto.

20. No immoral, improper, unlawful, noxious or offensive use shall be made or carried on in any building or upon any Lot, nor shall anything be done in any building or upon any

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Lot which may be, or which may become, an annoyance or nuisance to the public or any other Owner.

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21. The Developer shall not be responsible for the life or health of any trees upon any Lot or the Common Areas, at the time of conveyance by the Developer. After completion or all improvements, utilities, retention and storm drainage improvements, sanitary sewers, streets, etc. by the Developer in accordance with all governmental requirements, the Developer shall not be responsible for any repairs, maintenance, reconstruction or other work thereon except during such time as the Developer retains legal title thereto.

22. Each Lot shall be conveyed subject to these Covenants and Restrictions, the easements and restrictions and conditions shown on the Plat, all provisions of the Declaration of the McMeekin Place Homeowners Association, Inc. and the regulations and restrictions of all governmental entities.

23. Each and all of the above Covenants and Restrictions shall be enforceable by injunction or other appropriate legal action available to the Developer, the Owner of any Lot, the McMeekin Place Homeowners Association, Inc. and their respective successors and assigns.

24. 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 thirty (30) 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.

25. Invalidation of any one or more of these Covenants and Restrictions by judgment or court order shall in no way

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affect the validity of any of the other provisions hereof which shall remain in full force and effect.

26. The Developer, at its sole discretion, may assign to the McMeekin Place Homeowners Association, Inc. all of the rights and privileges retained by the Developer hereinabove, including those relating to the right to approve or disapprove any specified items and any rights to enforce compliance with these Covenants and Restrictions. Upon such assignment, the Association shall thereafter have any and all rights, powers, privileges and duties herein granted to the Developer.

IN WITNESS WHEREOF, the Developer has hereunto caused its name to be subscribed this the day and year first above written.

SUPERBEADS, a Kentucky partnership

By: Michael L. Ades
Partner

STATE OF KENTUCKY)
COUNTY OF FAYETTE) Sct.

The foregoing instrument was acknowledged before me this 14th day of September, 1984, by Michael L. Ades, Partner on behalf of SUPERBEADS, a Kentucky partnership.

My commission expires: 6 July 1985

John W. Blevins
Notary Public

PREPARED BY:
GREENEBAUM DOLL & McDONALD
1400 Vine Center Tower
Lexington, Kentucky 40507

By: Michael L. Ades
Michael L. Ades

ORDERED TO RECORD
PAGE 5 1984
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STATE OF KENTUCKY) Sct.
COUNTY OF FAYETTE)
I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1353 PAGE 181 IN MY SAID OFFICE.
DONALD W. BLEVINS, CLERK
BY A. J. D. D.C.

STATE OF KENTUCKY) Sct.
COUNTY OF FAYETTE)
I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1352 PAGE 611 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK
BY Michael L. Ades D.C.

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