

Deed Restrictions

for Cumberland Hill Subdivision, Unit 1-A and 1-B

WHEREAS CUMBERLAND HILL, a Joint Venture composed of S.L.A. Service Corporation, a Venturer, and Tates Creek Development Company, a Venturer, hereinafter referred to as Developer.

WHEREAS, The Developer is the owner of Unit 1-A and Unit 1-B of the Cumberland Hill Subdivision as shown by plat of record in the Fayette County Clerk's office in Plat Cabinet D, Slide 764, and Plat Cabinet D, Slide 778, respectively, and desires to place covenants as to the use of occupancy of said property.

WHEREAS, the Developer desires to maintain uniformity as to the use and occupancy of all lots in said unit of said subdivision by the creation of certain restrictions as to the use and occupancy of the lots in said unit.

NOW, THEREFORE, Cumberland Hill, a Joint Venture, does hereby establish the following covenants, conditions, and restrictions as to the use and occupancy of all the lots in said Unit 1-A and 1-B of said Cumberland Hill Subdivision and shown by Plat of Record in the Fayette County Court Clerk's office.

1. ALL property in this Unit shall be used for single family residential purposes only.
2. All driveways and approaches shall be constructed of Portland Cement Concrete or asphalt.
3. NO commercial vehicle or work truck over 3/4 ton shall be regularly parked on any lot or street in the Subdivision other than for delivery or construction purposes unless housed within a garage; and no person shall engage in major car repairs either for himself or other at any time.
4. THESE covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (30) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
5. THE Developer or any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. Invalidation of any of these covenants herein contained by appropriate legal procedure. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
6. SHOULD the owner of any lot fail to maintain the lawn, the Developer, or its assigns may enter such lot to cut grass and/or weeds and remove any debris necessary, and collect its costs of labor and material plus 25% from the owner of said lot.
7. NO recreational vehicle, trailer, or boat shall be parked in any front yard or on any street in the subdivision for a period in excess of twenty-four (24) hours in any manner that may be construed as an intentional attempt to circumvent this restriction.
8. NO noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
9. ANYONE cutting into or tunneling under or damaging in any manner the street, sidewalk, or road serving said lots must repair and restore the street, sidewalk, or road to its original condition, all at such person's own risk and expense. This shall not be construed as any permission or consent by the developers and shall not create any liability on the developers of the Ashmoor Subdivision, express or implied.
10. NO building or structure of a temporary character, including but not limited to, trailers, basements, tents, shacks, garages, barns, or other building other than residence buildings, shall be used upon any lot in said unit at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack, barn, or unmovable vehicle be used and/or maintained upon any lot in said subdivision at any time, whether temporarily or permanently.

11. NO animals, livestock and/or poultry of any kind shall be raised, or kept upon any lot in said unit of said subdivision; provided, however, dogs, cats, and/or other household pets may be kept and maintained upon said lots if they are kept, bred, or maintained for any commercial reason or purposes.
12. NO fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the Record Plat in the Fayette County Clerk's Office and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.
13. NO signs shall be permitted on property, house number and name plates excepted, except those which the Developer may deem fit.
14. NO city or municipality shall be formed during the development and initial sale of this subdivision unless approved by the Developer.
15. NO television, radio, or other similar microwave receiving dish shall be permitted on any lot.
16. NO additional subdivision of a lot shall be made to reduce the size of the lot without permission of the Developer and appropriate governmental bodies.
17. MINIMUM size living area for primary construction exclusive of porches, basements, attics, carports, and garages shall be as follows, based on the house type:
 1. One-floor plan 1800 Sq. Ft.
 2. 1 1/2 Story (Main Floor) 1400 Sq. Ft. (2100 Sq. Ft. Total)
 3. 2 Story (Lower Floor) 1100 Sq. Ft. (2200 Sq. Ft. Total)The Developer may approve other types of design (so long as such designs contain a minimum of 1800 Sq. Ft. of living area) provided the living area as defined in this paragraph is substantially similar to the requirements herein specified, at the sole discretion of the Developer.
18. ALL plans for building to be erected, placed, altered, or permitted to remain upon any lot shall be subject to approval by Ball Homes Incorporated, and Stanley Land Company and one complete set of the plans and specifications shall be provided and retained by the Developer. The detailed plans and specifications shall, without limitation, include the color of the brick or paint to be used on the exterior. It is one of the purposes of these restrictions to cause the construction of residences of external design which will be harmonious with the other. Bedford Stone, Tennessee Stone, or similar stone, shall not be permitted on the exterior of any residence. Field stone shall be permitted, only after photo or sample of particular stone has been approved by the Developer.
19. ALL houses must have a two car attached or basement garage.
20. AS CONSTRUCTION on each lot is completed, sod shall be placed from the edge of the paved street to the building line of the main structure and across the entire width of the lot, and six feet (6') around the side and back of the structure, with the exception of sidewalks and driveways. The remaining rear yard shall be graded and seeded or sodded.
21. AS CONSTRUCTION of the improvement are completed, each lot shall be landscaped with two (2) shade trees in the front yard.
22. AT no time during or after constructions shall any trash, dirt, clipped weeds, grass, or debris of any types be placed, wasted, or deposited on any lot vacant or otherwise by owner, Contractor, or Sub-Contractor.