

## **GREENBRIER DEED RESTRICTIONS**

1. The restrictions herein established shall apply to and are hereby imposed on all of Unit 1, Units 2A and 2B, and Units 3A and 3B of Greenbrier Estates Subdivision.
2. No building shall be erected, placed, or altered on any lot until the building plans, specifications and locations shall have first been approved by Developer, his successors or assignees or their duly authorized representatives, and all such improvements shall conform in every respect to the applicable zoning and building ordinances and regulations of the Lexington Fayette Urban County Government.
3. Any building on a lot shall be completed within one year after construction commences.
4. No fence or hedge shall be erected or permitted to remain on any lot nearer any street than the set-back lines established on the recorded plat, and in no event shall any fence be erected on said lot without the prior written approval of Developer, his successors or assignees or their duly authorized representatives.
5. All lots of the Greenbrier Estates Subdivision shall be used for residential purposes only.
6. No structure shall be erected, altered, placed or permitted to remain on any portion of the property except a single family dwelling.
7. Any residence erected on any lot in Unit 1 shall be of at least 75% masonry construction, except the Subdivider or its duly authorized representative may approve other types of construction, but said exception shall not exceed 10% of the house erected. Any residence erected on any lot in Unit 3A shall be substantially brick, wood, or stone construction to grade.
8. For Unit 1, the ground floor area and enclosed two-car garage of any one story dwelling shall contain at least 2400 square feet of finished living area. A two-story, a one and on-half story and a split level dwelling shall contain at least 1900 square feet of finished living area on the second or other floor. The basement area shall not be included in determining the above minimum area requirements.

For Units 2A and 2B, the ground floor area and enclosed two-car garage of any one story dwelling shall contain at least 2200 square feet of finished living area. A two-story, a one and one-half story and a split level dwelling shall contain at least 1700 square feet of finished living area and an enclosed two-car garage on the first floor and 900 square feet of living area on the second or other floor. The basement area shall not be included in determining the above minimum area requirements.

For Units 3A and 3B, the ground floor area shall not be less than 2200 square feet in the case of a one-story structure and not less than 1500 square feet in the case of a one and on-half story, and not less than 1350 square feet in the case of a two story structure and not less than 1800 square feet in the case of the split level or split foyer structure exclusive of garages, porches, and terraces even though said garage, porch or terrace is under the main roof.

9. All lots located in said subdivision are subject to the utility easements shown on the recorded plat thereof, and each owner grants to the utility companies right of ingress and egress for the purpose of constructing, maintaining, and repairing sewer, gas, water, and electric and other public utilities.
10. A two-car garage shall be attached to all dwellings constructed on said lots, and no other buildings shall be erected on said lots.
11. All owners of lots must keep the lots mowed and in a neat and orderly condition until such time as a dwelling is constructed on said lot.
12. All permanent driveways must be completed by the completion date of the dwelling, or as soon thereafter as weather permits.
13. No building shall be located on any lot nearer to the front line or nearer to any side street line than the given building set-back line shown on the recorded plat.
14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the neighborhood.
15. No structure of a temporary character, trailer, basement, tent, shack, garage, or other building, shall be used on any lot at any time as a residence, either temporarily or permanently.
16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.
17. In no event in the construction on any dwelling built within the subdivision shall any foundation, basement wall, etc., made of concrete or cinder blocks be visible from the street.
18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other household pets. Household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.
19. For Unit 1, Units 2A and 2B, these covenants are to run with the land and shall be binding upon all parties claiming under them for a period of thirty years from the date these covenants are

recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

20. Enforcement shall be by proceedings at law or in equity against any person or persons for violating or attempting to violate any covenants, either to restrain violation or to recover damages.
21. Invalidation of any one 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.

**NOTE: Deed restrictions vary according to your recorded plat location in Unit 1, Units 2A and 2B, and Units 3A and 3B.**