

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
AFFORDABLE HOUSING FUND  
DECLARATION OF COVENANTS AND RESTRICTIONS**

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this 13<sup>th</sup> day of November 2019, by **ALFRED HAASE AND RUTH ANNE REESE**, whose principal address is 3912 Hidden Springs Drive, Lexington, Kentucky 40514 (herein "Borrower"). Borrower is the fee simple owner of the properties in Fayette County, Kentucky, described on Exhibit A attached hereto and made a part hereof (the "Property") upon which Borrower is to rehabilitate single family homes (the "Project"). To facilitate the rehabilitation of the Project, Borrower has been awarded funds in the amount of **SIXTY TWO THOUSAND AND 00/100 DOLLARS (\$62,000.00)** (the "AHF Funds") from the Affordable Housing Fund (the "AHF Program").

1. **OCCUPANCY BY LOW-INCOME PERSONS OR FAMILIES.** In consideration of Lexington-Fayette Urban County Government ("LFUCG") by and through the Office of Affordable Housing, making funds available to Borrower for the construction of the Properties, Borrower covenants that the dwelling units constructed on the Property described herein shall be maintained as housing for low-income persons or families, which shall be defined as elderly individuals/families with annual gross incomes at or below eighty percent (80%) of the area median income, adjusted for size, as defined by the U.S. Department of Housing and Urban Development ("HUD").

2. **RENT REQUIREMENTS.** Borrower further covenants that the rental charged for any of the dwelling units subject to this restriction constructed or rehabilitated on the property described herein will comply with the limits on rents chargeable to tenants pursuant to the rent restrictions of the AHF Program as determined by LFUCG Office of Affordable Housing.

3. **ENFORCEMENT.** The covenants set forth in this Deed shall run with the land described above and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by LFUCG, their successors and assigns.

LFUCG shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

This covenant shall continue in effect for fifteen (15) years from the completion and/or occupancy date. Only LFUCG, or its successors and assigns, has the right to release this Declaration prior to its expiration date.

**IN WITNESS WHEREOF**, Borrower has executed this Declaration as of the date set forth above.

BY: Alfred Haase

BY: Ruth Anne Reese

Return to Preparer

2019

3


COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF FAYETTE )

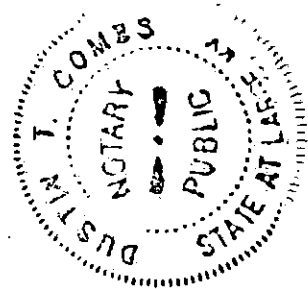
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2019, by Alfred Haase and Ruth Anne Reese.

My commission expires: 11/29/2019.

Wanda J. Cook #545656  
NOTARY PUBLIC,

THIS INSTRUMENT PREPARED BY:

  
Melissa Moore Murphy, Attorney Senior  
Lexington-Fayette Urban County Government  
200 East Main Street, 11<sup>th</sup> floor  
Lexington, Kentucky 40507  
(859) 258-3500



**EXHIBIT A**

The Properties being all of ...

**2833 Snow Road**

Being all of Lot No. 14, Block "F", Unit 3 of the East Hills Subdivision, Lexington, Lexington, Fayette County, Kentucky, a plat of which appears of record in Plat Cabinet B, Slide 419, in the Office of the Fayette County Clerk; said premises being known and designated as 2833 Snow Road, Lexington, Kentucky; and

Being a part of the same property conveyed to Chimera Properties, LLC, a Kentucky limited liability company, by deed dated 20<sup>th</sup> day of January 2015, of record in Deed Book 3288, Page 359, in the office of the Fayette County Clerk.

Being a part of the same property conveyed to Alfred Hasse and Ruth Anne Reese, husband and wife, by deed dated 24<sup>th</sup> day of June 2016, of record in Deed Book 3409, Page 9, in the office of the Fayette County Clerk.

**2844 Snow Road**

Being all of Lot No. 19, Block "E", Unit 3 of the East Hills Subdivision, Lexington, Lexington, Fayette County, Kentucky, a plat of which appears of record in Plat Cabinet B, Slide 419, in the Office of the Fayette County Clerk; said premises being known and designated as 2844 Snow Road, Lexington, Kentucky; and

Being a part of the same property conveyed to Chimera Properties, LLC, a Kentucky limited liability company, by deed dated 17<sup>th</sup> day of June 2013, of record in Deed Book 3161, Page 589, in the office of the Fayette County Clerk.

Being a part of the same property conveyed to Alfred Hasse and Ruth Anne Reese, husband and wife, by deed dated 17<sup>th</sup> day of June 2016, of record in Deed Book 3406, Page 654, in the office of the Fayette County Clerk.

I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



---

By: MELISSA STELTER ,dc

201911270257

November 27, 2019                      14:07:10    PM

Fees	\$13.00	Tax	\$ .00
------	---------	-----	--------

Total Paid	\$13.00
------------	---------

**THIS IS THE LAST PAGE OF THE DOCUMENT**

4 Pages

332 - 335

ALL the foregoing property, interests and rights encumbered by this Mortgage are hereafter collectively referred to as the "Premises".

**TO HAVE AND TO HOLD** the Premises with the privileges and appurtenances thereunto belonging, and all rents, revenues, issues and profits therefrom, unto LFUCG, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that Mortgagor is well seized of the Premises and each portion thereof, and has full right and power to grant, bargain, sell, convey, mortgage and warrant the Mortgagor's interest in the same in the manner and form written. Mortgagor represents and warrants to LFUCG that the granting of this Mortgage has been and is duly authorized. Mortgagor covenants that the Premises are free from all liens and encumbrances whatsoever, excepting; (i) the lien of general taxes not yet due and payable, easements and restrictions of record, and restrictions and zoning laws affecting the Premises, if any; (ii) Permitted Encumbrances (as hereinafter defined); and (iii) any leases as may now or hereafter affect any portion of the Premises. Mortgagor warrants and will defend the Premises, with the privileges and appurtenances thereunto belonging, to LFUCG, its successors and assigns forever, against all claims and demands whatsoever adverse to the interest of LFUCG, at Mortgagor's sole expense.

**THIS MORTGAGE** is given to secure: (a) Payment of the Mortgage Loan , same being evidenced by a promissory note (hereafter the "Note") of even date herewith and any modifications, extensions or renewals thereof, executed and delivered by Mortgagor to LFUCG, in the principal amount of **FORTY-THREE THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$43,875.00)**, and payment of interest thereon at the rate(s) and in the manner provided therein; the entire principal amount advanced and all interest thereon, if not sooner paid, being due and payable by Mortgagor on January 1, 2035, as more particularly described in the Note; and (b) payment by Mortgagor of its obligations to LFUCG of all sums expended or advanced by LFUCG pursuant to any provisions and performance of each and every of LFUCG's and Mortgagor's respective covenants, conditions and agreements contained in this Mortgage, the Note, the Mortgage Loan Agreement and any other instrument or agreement evidencing, securing or otherwise pertaining to the Mortgage Loan (hereafter collectively, the "Mortgage Loan Documents"). (Hereafter all references to the "Mortgage Loan" where appropriate shall include all advances made and expenses incurred by LFUCG pursuant to this Mortgage for the protection of the Premises and all other security for the Mortgage Loan).

**AND MORTGAGOR, AND EACH OF THEM, AND WHEN AND AS APPLICABLE, HEREBY COVENANTS AND AGREES THAT:**

1. Mortgagor agrees to pay the principal of and interest on the Mortgage Loan evidenced by the Note and secured hereby, to be paid at the times and in the manner provided in the Note.
2. Mortgagor will pay or will have paid all taxes, assessments, and other similar charges levied upon the Premises before the same become delinquent, and will promptly deliver to LFUCG, if requested, receipts of the proper officers therefor; Mortgagor's failure to pay or to have paid any such charges shall at LFUCG's election constitute a default hereunder. Or, at LFUCG's sole option in the event of delinquency, LFUCG may pay such delinquent taxes, assessments, and charges, including any penalties or interest thereon (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence) and any amount so paid by LFUCG shall become immediately due and payable by Mortgagor, shall be secured by this