

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

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this 3<sup>rd</sup> day of August 2019, by **LEXINGTON HABITAT FOR HUMANITY**, a Kentucky non-profit corporation, whose principal address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (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 construct a single family homes (the "Project"). To facilitate the construction of the Project, Borrower has been awarded funds in the amount of **FIFTY SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$56,200.00)** (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 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 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 five (5) 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: Rachel Childress  
Rachel Childress, CEO  
Lexington Habitat for Humanity


COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 5 day of August, 2019, by the Rachel Chidress of Lexington Habitat for Humanity on behalf of the corporation.

My commission expires: April 30, 2020.

Donna J. Hollen  
NOTARY PUBLIC, 555712

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**

**612 Breckenridge Street**

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All of Lot #3 with improvements thereon, as shown by Plat of G.T. Horine of FRAZEE & CHENAULT LOTS ON BRECKENRIDGE STREET, of record in the Fayette County Clerk's Office, in Plat Cabinet E, Slide 138 (f/k/a Plat Book 1, Page 138, erroneously stated as Page 164 in prior deeds), said lot fronting twenty-five (25) feet on Breckenridge Street and running back between parallel lines a distance of two hundred (200) feet, and being known and designated as 612 Breckenridge Street; and

Being a portion of the property conveyed to Lexington Habitat for Humanity, Inc., by deed dated March 5, 2018, of record in Deed Book 3564, Page 538, in the Fayette County Clerk's Office.

**131 Betty Hope Lane**

Beginning at a point approximately 185 feet from the center of the Leestown Pike and at a stone corner to a lot purchased by Samuel Johnson, on July 18, 1887, and said point being in the Northwest line of a 15 foot Roadway; thence with Johnson North 44 degrees no minutes East 100 feet; thence for two new lines, North 47 degrees 20 minutes East 59.4 feet and South 44 degrees no minutes East 100 feet to the aforesaid Northwest line of a 15 foot Roadway; thence along said Roadway South 47 degrees 20 minutes West 59.4 feet to the beginning; and being known and designated as 131 Betty Hope Lane; and

Being a portion of the property conveyed to Lexington Habitat for Humanity, Inc., by deed dated August 30, 2018, of record in Deed Book 3610, Page 553, in the Fayette County Clerk's Office.

**697 Georgetown Street**

Being Lots Numbered One (1) and Two (2), Block "A", Douglass Park Subdivision, as shown on plat of same recorded in Plat Cabinet E, Slide 377, in the office of the clerk of the County Court of Fayette County, Kentucky, and more particularly described as follows:

Beginning at the Southwest corner of Georgetown Street and Lindberg Drive; running thence Westwardly along the South line of Lindberg Drive, 143.75 feet; thence Southwardly at right angles to Lindberg Drive, 70 feet; thence Eastwardly and at right angles to the last mentioned line, 126.25 feet to the

west line of Georgetown Street; thence Northwardly with the West line of Georgetown Street, 71.8 feet to the point of beginning;

Less and except that portion conveyed to Lexington-Fayette Urban County Government, by deed dated April 28, 1978, and recorded in Deed Book 1201, Page 739, in the Fayette County Clerk's Office; and

Being the same property conveyed to Lexington Habitat for Humanity, Inc., by deed dated March 5, 2018, of record in Deed Book 3564, Page 544, in the Fayette County Clerk's Office.

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.



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By: PATTY DAVIS ,dc

201908070032

August 7, 2019

8:52:27 AM

Fees	\$16.00	Tax	\$0.00
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Total Paid	\$16.00
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5 Pages

565 - 569

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

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this 5<sup>th</sup> day of August 2019, by **LEXINGTON HABITAT FOR HUMANITY**, a Kentucky non-profit corporation, whose principal address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (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 **TWENTY NINE THOUSAND SEVEN HUNDRED TWENTY-SIX AND 00/100 DOLLARS (\$29,726.00)** (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 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: *Rachel Childress*  
Rachel Childress, CEO  
Lexington Habitat for Humanity

COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 6 day of August, 2019, by the Rachel Childress of Lexington Habitat for Humanity on behalf of the corporation.

My commission expires: April 30, 2020

Christine J. Hollen  
NOTARY PUBLIC, 555712

THIS INSTRUMENT PREPARED BY:

Melissa Moore Murphy  
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**

**748 Florida Street**

Being all of Lot 71 of the Bruce Subdivision as shown in Deed Book 41, Page 221, in the Fayette County Court Clerk's Office. Said Lot fronts 33' on the eastern side of Market Street, running back 100' to a twelve foot alley; and further designated as 748 Florida Street; and

Being the same property conveyed to Lexington Habitat for Humanity, Inc., by deed dated April 4, 2017, of record in Deed Book 3490, Page 23, in the Fayette County Clerk's Office.

**764 Maple Avenue**

Being all of Lot No. 3, Block "24" of the Belt Line Company's Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by plat thereof of record in Plat Cabinet E, Slide 44, in the Fayette County Clerk's Office; and the improvements thereon being known and designated as 764 Maple Avenue; and

Being the same property conveyed to Lexington Habitat for Humanity, Inc., by deed dated March 29, 2016, of record in Deed Book 3385, Page 335, in the Fayette County Clerk's Office.



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.



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By: PATTY DAVIS ,dc

201908070033

August 7, 2019

8:52:55 AM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$13.00
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