

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

**ORIGINAL**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 11th day of September 2019, by **ALEXANDRA MCCOY**, whose principal address is 213 Norway Street, Lexington, Kentucky 40503 (herein "Borrower"). Borrower is the fee simple owner of the property in Fayette County, Kentucky, described on Exhibit A attached hereto and made a part hereof (the "Property"). To facilitate the renovation and/or rehabilitation of the Property, Borrower has been awarded funds in the amount of **FIFTY ONE THOUSAND THREE HUNDRED SIX AND 00/100 DOLLARS (\$51,306.00)** (the "AHF Funds") from the Affordable Housing Fund (the "AHF Program").

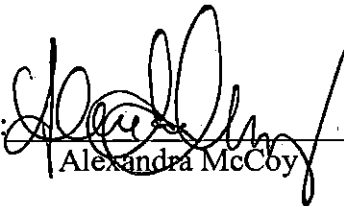
1. **OCCUPANCY BY LOW-INCOME PERSONS OR FAMILIES.** In consideration of Lexington-Fayette Urban County Government ("LFUCG") by and through the Office of Affordable Housing, making funds available to Borrower for the construction of the dwelling on the Property, Borrower covenants that the dwelling constructed on the Property described herein shall be maintained as housing for low-income persons or families, which shall be defined as individuals/families in two of the units with annual gross incomes at or below eighty percent (80%) of the area median income, and 2 of the units at or below 50 percent (50%) adjusted for household size, as defined by the U.S. Department of Housing and Urban Development ("HUD").

2. **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 in violation 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 from October 1, 2019, through fifteen (15) years from this 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:   
Alexandra McCoy

COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )


3  
Return to Preparer  
MMM

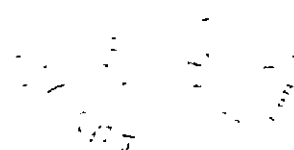
Subscribed, sworn to and acknowledged before me this 4<sup>th</sup> day of September 2019, by  
Alexandra McCoy.

My commission expires: 11/29/2019

Walt J. Cole #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 Property being all of ...

Being all of Lot No. 4, Block "A", Unit 2-B, of the Whispering Hills Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by plat of record in Plat Cabinet B, Slide 373, in the Fayette County Clerk's office; to which reference is made for a more particular description of the property; the improvements thereon being known and designated as 405 Lenney Drive;

Being the same property conveyed by Big Auger Properties, LLC, a Kentucky limited liability company, to Alexandra L. McCoy, single, by deed dated December 10, 2018, of record in Deed Book 3634, Page 396, 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: EMILY GENTRY ,dc

201909120094

September 12, 2019                      9:54:50      AM

Fees	\$13.00	Tax	\$ .00
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Total Paid	\$13.00
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4 Pages

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