

**MASTER ADDENDUM
TO
DEEDS OF RESTRICTIONS
FOR
MCCONNELL'S TRACE SUBDIVISION**

THIS MASTER ADDENDUM TO THE DEEDS OF RESTRICTIONS for McConnell's Trace Subdivision (this "Addendum") is made and entered into on this ____ day of _____, 2010, by **KEICO, LLC**, a Kentucky limited liability company, having a mailing address of 1720 Sharkey Way, Lexington, KY 40511; **SJM DEVELOPMENT, LLC**, a Kentucky limited liability company, having a mailing address of 1720 Sharkey Way, Lexington, KY 40511; **LEES2826, LLC**, a Kentucky limited liability company, having a mailing address of 1720 Sharkey Way, Lexington, KY 40511; and **JEFFCO, LLC**, a Kentucky limited liability company having a mailing address of 1720 Sharkey Way, Lexington, KY 40511 (collectively "Developers").

WITNESSETH

WHEREAS, the Developers are the respective developers of certain units of the McConnell's Trace Subdivision a/k/a McConnell's Trace Subdivision (Marshall Property) a/k/a McConnell's Trace Subdivision (Sebastian Property) in Lexington, Fayette County, Kentucky ("McConnell's Trace") as set forth herein below.

WHEREAS, in conjunction with each unit of development for McConnell's Trace, the Developers have filed in the Office of Fayette County those certain "Deed of Restrictions" for each such platted unit or section and respective amendments thereto, as follows:

<u>Unit or Section:</u>	<u>Recorded in Deed Book:</u>	<u>Page Number:</u>
<u>KEICO, LLC</u>		
McConnell's Trace Subdivision (Marshall Property), Unit 1-A	2178	256
McConnell's Trace Subdivision (Marshall Property), Unit 1-B	2178	273
McConnell's Trace Subdivision (Marshall Property), Unit 1-C	2178	290
McConnell's Trace Subdivision (Marshall Property), Unit 1-D	2212	718
McConnell's Trace Subdivision (Marshall Property), Unit 1-E	2178	307
<u>S J M DEVELOPMENT, LLC</u>		
McConnell's Trace Subdivision (Marshall Property), Unit 1-G	2342	707
McConnell's Trace Subdivision (Marshall Property), Unit 1-H	2402	25
McConnell's Trace Subdivision (Marshall Property), Unit 2-A	2342	723
McConnell's Trace Subdivision (Marshall Property), Unit 2-B	2343	1
McConnell's Trace Subdivision (Marshall Property), Unit 2-C	2381	335
McConnell's Trace Subdivision (Marshall Property), Unit 2-D	2429	504
McConnell's Trace Subdivision (Marshall Property), Unit 2-E	2429	522
McConnell's Trace Subdivision (Marshall Property), Unit 2-F	2429	540

McConnell's Trace Subdivision (Marshall Property), Unit 2-G	2536	601
McConnell's Trace Subdivision (Marshall Property), Unit 2-H	2536	619
<u>LEES2826, LLC</u>		
McConnell's Trace Subdivision (Sebastian Property), Unit 1-A, Sec. 1	2237	191
McConnell's Trace Subdivision (Sebastian Property), Unit 1-A, Sec. 2	2247	614
McConnell's Trace Subdivision (Sebastian Property), Unit 1-B	2247	631
<u>JEFFCO, LLC</u>		
McConnell's Trace Subdivision (Sebastian Property), Unit 3-A, Sec. 1	2623	399
McConnell's Trace Subdivision (Sebastian Property), Unit 3-A, Sec. 2	2670	496
McConnell's Trace Subdivision (Sebastian Property), Unit 3-B, Sec. 1	2623	416
McConnell's Trace Subdivision (Sebastian Property), Unit 3-B, Sec. 2	2670	514
McConnell's Trace Subdivision (Sebastian Property), Unit 3-C, Sec. 1	2623	433
McConnell's Trace Subdivision (Sebastian Property), Unit 3-D	2670	550
McConnell's Trace Subdivision (Sebastian Property), Unit 3-E, Sec. 1	2623	450
McConnell's Trace Subdivision (Sebastian Property), Unit 3-E, Sec. 2	2670	532

(Each document, as amended, shall be hereinafter referred to as a "Deed of Restrictions" and collectively as the "Deeds of Restrictions"); and

WHEREAS, the Developers are vested with the legal authority to unilaterally execute this Addendum pursuant to a section appearing in each of the Deeds of Restrictions captioned "Amendments"; and

WHEREAS, the Developers desire to collectively amend the Deeds of Restrictions for the purpose of modernizing various restrictions and covenants contained therein, and further enhancing the quality of life for all owners of property in McConnell's Trace.

NOW THEREFORE, vested with the authority set forth in each of the Deeds of Restrictions, Developers do hereby collectively amend each Deed of Restrictions as follows:

1. Fences: Any language in the Deeds of Restrictions pertaining to Fences is hereby superseded by the following language:

Fences: No chain-link fence of any kind shall be constructed or permitted on any lot. Any other type of fence, wooden structure (such as a pergola or trellis), hedge or wall of any kind must conform to the character of the subdivision and all appropriate governmental regulation, and may not be constructed or permitted on any lot without the prior written approval of the respective Developer or the McConnell's Trace Neighborhood Association, Inc.'s (the "Association") Board of Directors, through its property management company, if any (the "Managing Agent"). An application for approval must be submitted to the respective Developer or the Board of Directors, through its Managing Agent, for approval prior to any installation and/or construction.

No fence, hedge or wall of any kind shall extend toward the front or side of the property line beyond the building set-back line as shown on the recorded plat for said lot in the Office of the Fayette County Clerk or beyond the rear corners of the residence. **All approved fences must have the “finished side” facing outward and support posts placed on the interior of said fence.** All fences bordering Leestown Road shall be limited to 48” in height. There shall be a 10’ set-back for all fences on corner lots measured from the edge of the sidewalk.

2. Basketball Goals: Any language in the Deeds of Restrictions pertaining to Basketball Equipment, Basketball Goals, or basketball generally or specifically is hereby superseded by the following language, and if no such language exists, a new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Basketball Goals: No basketball goals shall be permanently erected, whether on the residential structure or otherwise, without the prior written approval of the respective Developer or the Board of Directors, through its Managing Agent. Any basketball goal, whether permanent or movable, may only be located on the driveway no nearer to the street than half-way between the house and the sidewalk or at the rear of the lot. No basketball goal shall be placed on the street, sidewalk or utility strip in the front of the lot or in any common areas at any time. All permanent basketball goals must have a transparent or glass backboard. No lighting or illumination for the purposes of playing or furthering the play of basketball shall be attached or detached to the goal, backboard or support structure, and the respective Developer or the Board of Directors, through its Managing Agent, shall have discretion to review any lighting or illumination for purposes of this restriction.

3. Antennas and/or Satellite Dishes: Any language in the Deeds of Restrictions pertaining to Antennas and/or Satellite Dishes is hereby superseded by the following language:

Antennas and/or Satellite Dishes: No satellite dish, antenna and/or sending/receiving telecommunication unit of any kind, size or proportion may be erected or placed on any lot in excess of 36 inches in diameter and any such dish must be attached to the house or deck, or freestanding and discretely situated so as to minimize its visibility and be obscure from the street. No satellite dish, antenna and/or telecommunications unit of any kind, size or proportion may be erected or placed on any lot with the prior written approval of the respective Developer or the Board of Directors, through its Managing Agent.

4. Use and Storage of Vehicles: Any language in the Deeds of Restrictions pertaining to the use and storage of vehicles is hereby superseded by the following language, and if no such language exists, a new Section is hereby added to each of the Deeds of Restrictions to read as follows. This addendum to the Use and Storage of Vehicles shall not change, modify or remove any language in the Deeds of Restrictions concerning “Use of Other Structures” or “building or structure of a temporary character” or “detached buildings.”

Use and Storage of Vehicles:

(a) No commercial trailer, commercial truck, other commercial vehicle, camper trailer, recreational vehicle, camping vehicle, personal watercraft, all-terrain vehicle (“ATV”), boat, trailer, or similar non-traditional passenger vehicle shall be parked or kept on any lot at any time unless said vehicle is present for delivery, construction purposes, the performance of some work at said lot, or is kept in a garage or basement. No vehicle identified in this section or any inoperable vehicle or automobile shall be parked on any lot or street located in McConnell’s Trace Subdivision unless housed in a garage; shall not be parked on any street in McConnell’s Trace for a period not to exceed 24 hours; and shall not be parked in any manner that may be construed as an intentional attempt to circumvent this restriction.

This paragraph shall not be construed to be a prohibition against sports utility vehicles (commonly referred to as “SUVs”). Absolutely no ATVs, golf carts, motorized bikes, scooters, mopeds, go-carts or similar vehicles (as may be defined by the LFUCG’s Division of Police or other department, ordinances, rules and governmental regulation) shall be used or operated within McConnell’s Trace or upon McConnell’s Trace’s streets, sidewalks, common areas or undeveloped areas in the McConnell’s Trace Subdivision.

(b) Any and all routine automobile or boat maintenance shall be conducted within the garage or within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

5. Radon Pipes: A new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Radon Pipes: Any radon pipe which exits via the exterior of a residence and runs vertically along the structure and/or its roofline must be painted so as to blend in with the exterior color of said residence.

6. Portable Storage Units: A new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Portable Storage Units: No portable storage units (temporary or permanent) including those storage units commonly referred to as “PODs”, may be placed or kept on a driveway or any non-grass or landscaped surface portion of a lot for more than fourteen (14) consecutive days, and in no event on any one (1) lot more than two (2) times per calendar year. In no event may such a storage unit be placed in the street in front of a lot (or in the case of a corner lot, the side street adjacent to such lot). The fourteen (14) days may be extended with prior written approval of the respective Developer or the Board of Directors, through its Managing Agent.

7. Gardens: Any language in the Deeds of Restrictions pertaining to gardens is hereby superseded by the following language, and if no such language exists, a new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Gardens: No gardens, except those enclosed within a fence consented to by the Developer or the Board, through its Managing Agent, shall be planted or extended nearer the street than the building setback line.

Composting bins, including the material, design and location, must be approved in writing by the respective Developer or the Board, through its Managing Agent. Approved compost bins shall only be used for the purpose of making compost.

8. Drainage and Rain Barrels: Any language in the Deeds of Restrictions pertaining to draining and/or irrigation is hereby amended by the following language, and if no such language exists, a new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Drainage and Rain Barrels: Drainage of each Lot shall be in conformity with the general plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

Rain-water collection vessels (sometimes commonly referred to as “rain barrels”) shall be permitted to collect roof water drainage if adequately connected to downspouts on a residence and integrated into and disguised so as to be part of the general landscaping plan of the residence.

9. Homeowner/Neighborhood Association: Any language in the Deeds of Restrictions concerning the homeowners or neighborhood association, or the levying of annual or special dues and assessments, fines, accrued interest, late fees, administrative fees, finance fees, costs and expenses including attorney’s fees, by the Association; the Association’s enforcement rights; and liens in favor of the Association is hereby amended by the following language, and if no such language exists, a new Section is hereby added to each of the Deeds of Restrictions to read as follows:

9(A) Articles of Incorporation. The articles of Incorporation of McConnell’s Trace Neighborhood Association, Inc. are recorded in the Office of the Fayette County Clerk, in Lexington, Kentucky. Every owner of every lot in the Subdivision (and all other units of the McConnell’s Trace Subdivision) shall be a member of the association, and, by acceptance of a deed for any lot or unit, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association’s By-Laws, as amended and filed contemporaneously herewith, and Rules and Regulations as may be approved by the respective Developer and/or the Board of Directors from time to time, shall pay all annual and special dues and assessments (“Dues and Assessments”) provided for or levied by the Association, when due, and shall comply with all decisions of the Association’s Board of Directors.

9(B) Objects and Purposes. The objects and purposes of the Association shall be as set forth in its Articles of Incorporation and shall be to promote the social welfare and serve

the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basis, fences and entrances as shown on the aforesaid plat, and acceptance of common areas for purposes of operation, maintenance and repair.

9(C) Homeowner Association Dues, Assessment, Enforcement and Lien Rights: As set forth in the Association's By-Laws, as amended, the Board of Directors may, from time to time, set and establish annual and special Dues and Assessments for the operations of the Association, enforce these Deeds of Restrictions, the By-Laws, and Rules and Regulations, and take such other action as prescribed in these Deeds of Restrictions, the By-Laws, and Rules and Regulations.

10. Window Air Conditioning Units: A new Section is hereby added to each of the Deeds of Restrictions to read as follows:

Window Air Conditioning Units: No window air conditioning units may be placed or kept in any window of any structure in the Subdivision, unless approved in writing by the Developer or the Board, through its Managing Agent, except however, window air conditioning units may be used on an emergency basis for a period of time not to exceed 72 hours without the written consent of the Developer or the Board, through its Managing Agent.

IN WITNESS WHEREOF, the Developers have executed this Master Addendum on the day and year first above stated and directed it to be filed in the Fayette County Clerk's office along with the Association's By-Laws as amended.

KEICO, LLC

By: _____

Its: Managing Member

SJM DEVELOPMENT, LLC

By: _____

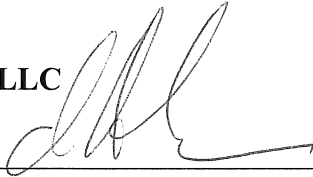
Its: Managing Member

LEES2826, LLC

By: _____

Its: Managing Member

JEFFCO, LLC

By: 

Its: Managing Member

COMMONWEALTH OF KENTUCKY)

) SCT

COUNTY OF FAYETTE)

The foregoing Master Addendum to Deeds of Restrictions was subscribed, sworn and acknowledged before me on this the 17 day of November 2010, by Debbie R. Anderson, as the Managing Member of **KEICO, LLC; SJM Development, LLC; LEE2826, LLC; and JEFFCO, LLC.**


NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

My Commission Expires: 2-14-2011

PREPARED BY:

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RETURN TO PREPARER