

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR 154, 158, AND 162 NORTH ASHLAND AVENUE

This Declaration of Covenants, Conditions and Restrictions for 154, 158 and 162 North Ashland Avenue is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Lexington Deaf Oral School, Inc., dba Lexington Hearing and Speech Center, a Kentucky corporation with its principal office located at 350 Henry Clay Boulevard, Lexington, Kentucky 40502 (hereinafter “Declarant”).

WHEREAS, Declarant owns three tracts of real estate located in Lexington, Fayette County, Kentucky, and more particularly described in Deed Book 1330, Page 442 (154 North Ashland Avenue); Deed Book 965, Page 492 (158 North Ashland Avenue); and Deed Book 1328, Page 437 (162 North Ashland Avenue) (collectively, the “subject Property”), which is the subject of a certain zone change now pending before the Lexington-Fayette Urban County Council from an R-1D zone to a P-1 zone with conditional zoning provisions, and also a variance request;

WHEREAS, the Mentelle Neighborhood Association, Inc. represents a number of property owners who have concerns about the proposed rezoning (hereinafter “Neighborhood Association”); and

WHEREAS, should the Lexington-Fayette Urban County Council rezone the subject property as requested, and the variances are approved, and no appeal is taken from the decision to rezone, then prior to transferring any of the parcels constituting the subject property to another purchaser, the Declarant shall place the following restrictions on the subject properties:

1. That the properties may be used, subject to being in compliance with the Lexington-Fayette Urban County zoning ordinances, for single-family residential uses.

2. That the subject properties may be used for professional office purposes, subject to being in compliance with the Lexington-Fayette Urban County zoning ordinances, provided however that the subject properties shall only be used for the following kinds of professional office uses and their accessory uses (Accessory uses are uses which are customarily accessory and clearly subordinate and incidental to the permitted uses set out below):

- a. Offices for business, professional, real estate, governmental, civic, social, fraternal, political, religious, and charitable organizations;
- b. Schools for academic instruction;
- c. Libraries, museums, art galleries and reading rooms;
- d. Studios for work or teaching of fine arts, such as photography, music, drama, dance and theater;
- e. Community centers, houses of worship and associated schools for religious instruction;
- f. Kindergartens, nursery schools, and child care centers for four or more children; and
- g. Dwelling units on upper floors of structures in which the first floor is occupied by another permitted use in the P-1 zone, with no mixing of dwelling units and other permitted uses on any floor;

3. Additionally, in the event that the residential structures located at 154, 158 and 162 North Ashland Avenue are, for whatever reason, destroyed or demolished, then these structures shall be rebuilt substantially in the same style and architecture that existed for said structures prior to said destruction or demolition. However, this same rebuilding provision

shall not apply to the non-residential addition attached to the property located behind 158-162 North Ashland Avenue.

4. The provisions of this Declaration Of Covenants, Conditions And Restrictions shall run to the benefit of Neighborhood Association and shall constitute covenants which shall run with the land. These covenants, conditions and restrictions shall be amended only with the express written permission of the Neighborhood Association and the owners of the subject properties, and shall be automatically renewed every twenty (20) years unless amended or altered by the Neighborhood Association and the owners of the subject properties.

5. These covenants, conditions and restrictions shall be binding upon the Declarant and its respective successors, heirs and assigns.

WHEREOF, the undersigned have duly executed this Declaration of Covenants, Conditions and Restrictions effective as of the day indicated on page 1.

LEXINGTON DEAF ORAL SCHOOL, INC.  
dba LEXINGTON HEARING AND SPEECH  
CENTER, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Prepared by:

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& KIRKLAND, PLLC

By: \_\_\_\_\_  
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