

# Deerfield Estates

Robertson Road South  
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Solid Rock Development  
210 Main St. - Murray, KY 42071

## COVENANTS AND RESTRICTIONS OF DEERFIELD ESTATES

1. Dwellings: The property shall be used for residential purposes only. NO structure shall be erected, altered, placed, or permitted to remain on any portion of the said lots other than one (1) single family dwelling and (1) detached out building. All living dwellings must have an attached, private garage for the parking of at least one (1) automobile. Any other structures must have special permission in writing from the developer or all homeowners.
2. Building square foot requirements: All single-family dwellings constructed in this subdivision shall have a ground floor area of not less than fourteen hundred (1400) square feet. This square footage shall be exclusive of open portions (Patios, Elevated decks, Porches, etc.), garages, carports, and basements.
3. Building setbacks and easements: Building setbacks and all easements for installation and maintenance of utilities, drainage facilities and public utilities are reserved as shown on plat or as follows...
  - a. Front lot line                      Thirty (30) feet or as shown
  - b. Side lot line                         Ten (10) feet or as noted
  - c. Rear lot line                         Twenty-five (25) feet or as noted
  - d. Accessory Bld. In rear yards only, min. 5' from all lot lines (except corner lots where secondary yard restrictions will apply). In no case can they be located in a dedicated drainage easement.
4. Drainage: The natural drainage of any lot shall not be disturbed. Where driveways are constructed across a natural drainage way, storm water drainage pipe of adequate size shall be provided. Minimum pipe size under any driveway shall not be less than fifteen inches (15"), inside diameter or the equivalent.
5. Construction techniques: All family dwellings constructed in this subdivision shall be of new materials. All foundations must be 100% brick or stone & a minimum of 30% of the remaining exterior walls shall be brick or stone. No log cabins, log homes, or A-frame structures shall be constructed upon any lot. Construction of any house should be completed within one (1) year after breaking ground, weather permitting. Minimum roof pitch is to be 5:12 on all portions of the residence and outbuildings. All building plans must be approved by the developer prior to construction.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. This includes: outside dog pens or dog houses, unlicensed cars, junked or salvaged vehicles, boats, or recreational vehicles, or other offensive items shall not be kept on any lot. Offensive odors or noises such as but not limited to barking pets, etc....are not permitted.
7. No trailer, basement, tent, shack, garage, barn, or any other building will at any time be used for a residence, temporarily or permanently, nor will any structure of a temporary nature be used as a residence.
8. Animals: No animals or birds, other than household pets will be kept on any lot.

9. No outside toilet or privy will be maintained on any lot in this subdivision. All plumbing and electrical shall conform to the minimum requirements of the Calloway County and State of Kentucky requirements.
10. Outbuildings: One outbuilding is permitted on each lot. Outbuildings may only be constructed during or after the construction of a residence on that lot. Absolutely no out buildings are permitted on lots before the primary residence are under construction. Outbuilding must be of quality wood frame construction with exterior of vinyl siding or brick of matching color to the home. All out buildings must be in the rear of the home behind the rear wall of the house, and within all building setbacks.
11. Signs: no signs of any kind shall be exhibited in any way on or above the property of the subdivision other than one (1) advertising premises for sale or rent, & of a size that meets City of Murray sign regulations.
12. Fences: Fences may be permitted in the development but must meet these minimum requirements. Fences must be at a minimum coated chain link. No fence may be extended toward the front property line beyond the rear wall of the residence. All fences are to be kept in good repair.
13. Driveways: All driveways shall be of a hard surface construction and be complete prior to Certificate of Occupancy.
14. Lawn: Weather permitting within six (6) months after completion of any dwelling, all property must be graded, seeded and landscaped with at least six (6) pieces of shrubbery.
15. Lawn upkeep: It is the obligation of the owner of each lot to maintain, mow, and keep the property in a presentable condition. The absolute right is reserved by the developer to cut grass and weeds at the lot owner's expense on any unimproved lot at any time.
16. Side Walks: Side walk construction is the responsibility of the property owner and is required. Sidewalks must be constructed from the driveway to each end of every lot at the time that the concrete drive is constructed. Time is of the essence. In the event that any side walk is not constructed within sixty (60) days of the completion of the concrete drive and/or not constructed with good workmanship and/or as told in plans and specs within plat and these restrictions, the developer and/or the City of Murray have the absolute right to construct said sidewalks at the lot owner's expense. Sidewalks are to be 60" wide (or ADA compliant) and 24" from back of curb and must run with the exact contour of the curb at all times. Four-inch (4") crushed stone (compacted) base must be laid beneath the concrete to assure stability.
17. These covenants and restrictions are to run with the land and shall be binding upon all persons and upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants either to restrain violation or to recover damages.
18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
19. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force.
20. In the event a lot as platted on the plat of record for the subdivision is re-subdivided into two (2) or more lots for the purpose of increasing the size of the adjoining lots, the adjoining lot lines shall be changed and enlarged to include the additional portion of the lot that is re-subdivided and the provisions of the restrictions shall apply only to new lot lines. Interior lot lines are to be omitted.
21. In the event two or more lots are combined for the construction of a single residence, the provisions of these restrictions will apply only to the outside lot lines of all the combined lots upon which a single residence is constructed. Interior lot lines are to be omitted.

22. No lot shall be subdivided for multiple residences.
23. Homeowners Association Statement: Homeowners Association shall exist for the purpose of maintaining common areas such as entrance sign, dedicated stormwater areas and structures, and enforcing the covenants and restrictions as stated hereon. Developer shall have the responsibility of maintaining common areas and dedicated stormwater areas and enforcement of covenants until 50 percent of the lots are sold and the Homeowners Association takes effect.