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**INST # 2017204030**

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JEFFERSON CO, KY FEE \$49.00

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LODGED BY: SABAK WILSON AND LINGO INC

RECORDED: 09-15-2017 11:09:39 AM

BOBBIE HOLSCRAW

CLERK

BY: CARRIE HARRISON

RECORDING CLERK

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
PARK SPRINGS  
Jefferson County, Kentucky**

This Declaration of Covenants, Conditions and Restrictions for Park Springs (this "**Declaration**") is made as of September 11, 2016, by PARK SPRINGS, LLC, a Kentucky Limited Liability Company, having an address of 1620 Bark St. ("**Developer**") and by the undersigned "**Owners**" of the Lots not owned by Developer and subject to the initial Declaration of Covenants, Conditions and Restrictions, constituting at least 75% of the Lot owners as required by the initial Declaration of Covenants, Conditions and Restrictions for an amendment.

WHEREAS, Developer placed of record a Declaration of Covenants, Conditions and Restrictions for Park Springs, Section 1, which is of record in ~~Deed~~ Book 56, Page 8182 in the office of the Clerk of Jefferson County, Kentucky; and PLAT

WHEREAS, Developer and the undersigned Owners of all of the Lots subject to that initial Declaration of Covenants, Conditions and Restrictions desire to amend certain provisions of the initial Declaration of Covenants, Conditions and Restrictions, and for convenience and ease of reference have elected to amend and restate the initial Declaration of Covenants, Conditions and Restrictions in its entirety;

NOW, THEREFORE, Developer and the undersigned Owners hereby amends and restates the initial Declaration of Covenants, Conditions and Restrictions in its entirety and declares that the property described in this instrument shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner. Certain restrictions, covenants and conditions in Article IV and Article V are applicable only to the lots described in those Articles while all other restrictions covenants and conditions are applicable to the Property (defined below). This Amended and Restated Declaration amends, restates and replaces in its entirety the initial Declaration, and this Amended and Restated Declaration is hereafter referred to as the "**Declaration**".

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

1. 1. **Existing Property.** The real property (the "Property") which is subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

Insert Legal Description or Refer to Attachment.

Each of the lots referred to in this Section 1.1 is a "Lot" and are, collectively, the "Lots".

1.2. **The Subdivision.** Developer intends to develop the Property as a residential subdivision community known as "Park Springs." The Property will be developed in several tracts which may include various types of residential properties, including single-family homes. Articles I, II, II and VI of this Declaration apply to all the Property made subject to this Declaration, and Articles IV and V apply to the Lot Numbers described therein.

1.3. **Additions to the Property.** Additional real property may become subject to this Declaration. Developer reserves the right to create cross-easements and to restrict all of the properties according to the terms of this Declaration. The Common Area (as defined herein) initially covered by the Declaration shall inure to the benefit of the owners of any new Lots within Park Springs which may become subject to this Declaration and the Common Area allocable to the owners of all such lots within Park Springs shall inure to the benefit of Lots recorded earlier, each to enjoy the Common Area of the other and to have and hold the same as if each lot had been developed and subjected to this Declaration simultaneously. As used in this Declaration, the term "Common Area" shall mean and refer to all roadways, walkways, driveways, signature entrances, islands in rights of way, boulevards, lakes, open spaces (as designated on the plat attached hereto), wetlands, tree canopy's, drainage areas, and woodland protection areas located on the Property together with all improvements constructed or to be constructed by the Homeowners Association (as defined herein) but excluding any areas dedicated to the public. All additions shall be made by filing in the office of the Clerk of Jefferson County, Kentucky, a supplementary, separate, or amended Declaration of Covenants, Conditions and Restrictions with respect to the additional property. The supplementary, separate or amended Declaration may contain additions to, modifications of and differences from the covenants, conditions, restrictions and covenants contained in this Declaration as may be appropriate to reflect the different character, if any, of the added properties.

## ARTICLE II. USE RESTRICTIONS

2.1. **Primary Use Restriction.** No Lot shall be used except for private residential purposes. No structure shall be erected, placed, altered or permitted to remain on any Lot except private residential dwellings. Plans must be approved by developer or the HOA prior to any construction or modification.

2.2 **Building Materials; Builder.**

(a) Except as provided in this Section 3.1, the exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer, fiber cement siding (e.g. James Hardie), or a combination of same. Only vinyl soffits and overhangs are allowed. Developer recognizes that the appearance of other exterior building materials (such as stucco or stucco like materials) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) Developer reserves the right of prior approval of each general contractor, contractor, or builder which proposes, or is contracted with, hired or otherwise retained by any owner, prior to the commencement of any such construction in Park Springs. Developer reserves the right of prior approval in order to ensure (i) the maintenance of quality construction within Park Springs, (ii) that the economic value of other Lots and structures within Park Springs will not be impaired by the construction of residential structures not of the comparable quality, and (iii) the maintenance of the aesthetic quality of Park Springs. Developer's approval of any general contractor or builder for any particular Lot shall not be considered approval to build on any subsequent Lot, nor does the Developer waive any right to disapprove any general contractor or builder on any subsequent Lot because of approval on a previous Lot. The Developer reserves the right of prior approval of any exterior improvements made to homes after initial construction.

(c) Any approval by Developer of any general contractor, contractor or builder shall in no manner whatsoever serve as a guarantee, warranty or representation of the quality of workmanship by said general contractor, contractor or builder, or of the ability of said general contractor or builder to fully perform the work for which the owner contracted, nor the owner's satisfaction therewith.

2.3. **Setbacks.** No structure shall be located on any Lot nearer to the front Lot line or the street side Lot line, except that steps may project into said areas, and open porches may project into said areas but not more than ten (10) feet. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations, the pattern book, or variances approved by the Metro Planning Commission or other regulatory body with similar approval rights.

2.4. **Clothes Lines; Fences and Walls; Antennae and Receivers/ Transmitters; Firewood; Mailboxes.**

(a) No outside clotheslines shall be erected or placed on any Lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or sidewall of the residences: all fences shall be constructed of white vinyl and shall not exceed 48" in height. All fences, as structures, are subject to prior written plan approval by Developer. The owner of any Lot on which any fence is constructed, whether the owner or Developer constructed the fence, shall be obligated to maintain such fence and keep such fence in a neat appearance.

(c) No exterior antenna (except for a standard small television antennae not to exceed five (5) feet in height) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless the site design, screening and placement are approved in writing by Developer, unless in conformance with applicable Federal Regulations.

(d) No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored.

(e) All mailboxes and paper boxes shall be of a uniform style provided by Developer (at the cost of the Lot owner). The installation of a replacement mailbox must be approved of in writing by Developer.

(f) No more than one ornamental yard object, statuary, sculpture or similar items may be placed on any Lot unless the design and placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association).

(g) No basketball goals or other goals, nets, skateboard ramps, or other sports equipment of any nature shall be permanently placed on any Lot unless the design or placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association).

(h) No Christmas decorations may be placed on any Lot earlier than Thanksgiving or allowed to remain after January 15 following Christmas. Any other seasonal decorations may be in place for no more than one week before or one week after the event.

(i) No furniture other than lawn furniture may be placed on any Lot. Grills may only be placed and used in the rear yard of a Lot. No more than 50% of the front porch shall be covered with lawn furniture.

#### **2.5. Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any Lot, except temporary tool sheds, or field or sales offices used by a builder with the written approval of Developer, or sales or field offices used by Developer, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, either temporarily or permanently.

(c) No trailer, boat, truck (except SUVs and pickup trucks weighing less than 7,000 pounds), recreational vehicle or other vehicle, except an automobile and except SUVs and pickup trucks weighing less than 7,000 pounds, shall be parked on any street or alley in Park Springs, for a period in excess of an aggregate of 48 hours in any calendar year. No trailer, boat, truck, recreational vehicle or other vehicle, including an automobile and including SUVs and pickup trucks weighing less than 7,000 pounds, shall be parked, placed or stored anywhere on any Lot in Park Springs at any time, including in any yard or driveway of a Lot, excepting only (I) that all such vehicles may be parked in a garage with the garage door closed when not in use, (II) that automobiles, SUVs and pickup trucks weighing less than 7,000 pounds may be parked in a driveway at any time, and (III) that a trailer, boat, truck, recreational vehicle or any other vehicle may be parked in a driveway for a period of time not to exceed 24 consecutive hours and not to exceed an aggregate of 48 hours in any calendar year.

(d) No vehicle shall be habitually or continuously parked on any street or right-of-way in Park Springs. (The HOA may impose and collect fines (including collection by placing a lien on the offending owner's Lot and improvements) for violation of this provision.)

2.6. **Nuisances.** No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

2.7. **Animals.** No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot for any commercial and residential purposes; provided, however, that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the Louisville Metro area) may be kept, providing they are not kept, bred or maintained for any commercial purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet; provided, however, that household pets may be walked within Park Springs, so long as such animals are leashed and are at all times under the control of a resident. Dog owners shall remove animal waste from the yards of other owners and common areas. (The Homeowners Association may impose and collect fines (including collection by placing a lien on the offending owner's Lot and improvements) for violations of this provision.)

2.8. **Disposal of Trash.** No Lot shall be used or maintained as a dumping ground of rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash, garbage or other waste in sanitary containers shall be kept in front of homes, except same may be placed after 5:00pm of the evening before any regular trash or garbage collection day and until same is collected on said day. Sanitary containers shall be stored behind the house.

2.9. **Drainage.** Drainage of each Lot shall conform to the general drainage plans of Developer for Park Springs. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Plumbing connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

2.10. **Business; Home Occupations.** No trade or business of any kind (including any practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any Lot, except only licensed in-home day care services. Notwithstanding the provisions hereof or of section 2.1 of this Declaration, a new house may be used by a builder thereof as a model home for display or for the builder's own office. Also, until such time as Developer has sold all of its Lots in Park Springs, Developer may maintain a sales office within Park Springs.

2.11. **Signs.** No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale thereof, which sign shall not be greater in area than nine (9) square feet: provided, however, Developer shall have the right to (i) erect larger signs when advertising Park Springs, (ii) place signs on Lots designating the lot number of any Lot, and (iii) following the sale of a Lot, place signs on such Lot indicating it has been sold and the name of the purchaser of that Lot. This restriction

shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

#### 2.12. **Underground Utility Service.**

(a) Each Lot owner's electric utility service lines shall be underground at locations designated by Louisville Gas & Electric (LG&E) throughout the length of service from LG&E's point of delivery to customer's building, and title to the service lines shall remain in, and the cost of installation or maintenance thereof shall be borne individually by, the respective owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the Plat referenced in Section 1.1 hereof (the "Plat") shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or owner without the express written consent of LG&E and their respective successors and assigns.

(b) Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by appropriate lines on the plat and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate locations in electric easements where described and directed by Developer.

In consideration of LG&E bringing service to the property, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric easements hereby dedicated and reserved to LG&E, as shown on the Plat, shall include easements for the installation, operation and maintenance of cable television service to the owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums, including but not limited to internet lines.

#### 2.13 **Approval of Construction, Fencing and Landscaping Plans.**

(a) No structure may be erected, placed or altered on any Lot (except by Developer) until the construction plans and building specifications and a plan consisting of (i) a survey of the Lot prepared by a land surveyor, licensed in the Commonwealth of Kentucky; (ii)

the location and specifications of all improvements including any building, fence, wall or other structure on the Lot; (iii) the grade elevation (including rear, front and side elevations); (iv) the type of exterior materials (including delivery of a sample thereof); (v) the location and size of the driveway, which shall be concrete, and (vi) such other data as the Developer may request shall have been approved by Developer in its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any Lot until a lot plan depicting the location of all improvements, setbacks and easements has been approved by Developer in its sole discretion. In reviewing any proposed structure, Developer shall have the right to take into consideration the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view from adjacent or neighboring Lots. Developer, in its sole discretion, shall have the right to accept or reject construction plans and building specifications solely on the basis of aesthetics.

(b) References to "Developer" in this Declaration shall include any entity, person or association to whom Developer may assign its rights and responsibilities, including these rights of approval. References to "structure" in this Section 2.13 shall include, but not be limited to, any building (including a garage), fence, sheds, walls, antennae (except for standard small television antennae not exceeding five (5) feet in height), microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pool(s), tennis court(s) and mail and paper boxes. If any swimming pool is approved, it shall be fenced in accordance with applicable law and ordinances or in accordance with standards imposed by Developer or the Homeowners Association, whichever is more restrictive.

### ARTICLE III ASSOCIATION AND COMMON AREAS

3.1. **Homeowner's Association and Membership.** Developer has created and unincorporated nonprofit Association under KRS Chapter 273A named "Park Springs Homeowners Association, Ltd." (the "**Homeowners Association**"). Developer and every owner of a Lot that is in Park Springs shall be a member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association's, Certificate of Association, Governing Principles, , rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Homeowners Association's Manager. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

3.2. **Common Area.** Every Lot owner in Park Springs shall have a right and easement of enjoyment in and to any "Common Area" (as such term is defined in Section 1.3 of this Declaration), which right and easement shall be appurtenant to and shall pass with the title to every Lot.

The right of enjoyment is subject to the following provisions:

(a) The right of the Homeowners Association to permit or regulate the use of any facilities situated within Common Area.



(b) The right of the Homeowners Association to borrow money for the purpose of improving the Common Area or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage on all or part of the Common Area.

(c) The right of the Homeowners Association to suspend the voting rights and the right to use and enjoy the Common Area, by any Lot owner for any period during which an assessment against the owner's Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners Association. Developer may dedicate utility or service easements in its sole discretion so long as Developer owns any Lots in Park Springs.

(e) The right of the Homeowners Association to make rules and regulations governing the use of the Common Areas.

(f) Common Areas shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission, or its successors or assigns. The Homeowners Association may not amend this restriction without approval from the Louisville and Jefferson County Planning Commission, or its successors or assigns.

(g) Anything to the contrary herein notwithstanding, the Homeowners Association and the Lot owners shall be responsible for the maintenance of all Common Area and common open space, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

**3.3. Delegation of Use.** Any Lot owner may delegate, in accordance with the Homeowners Association's Governing Principles or rules and regulations, his or her right of enjoyment to the Common Area and facilities to the members of his or her family or to tenants or contract purchasers who reside on that owner's Lot. Membership in the Homeowners Association may not be conveyed separately from ownership of the Lot.

**3.4. Homeowners Association's Right of Entry.** The authorized representative(s) of the Homeowners Association or its Manager shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of property on an individual Lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Areas or to make any alteration required by any governmental authority.

**3.5. Assessments and Fees; Creation of Lien and Personal Obligation.** Each Lot owner, except Developer and except builders who own a Lot only for the purpose of constructing

a home thereon for resale, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners Association (i) annual fees, assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article III. Developer shall be responsible for the maintenance costs of the Homeowners Association incurred over and above assessed amounts payable to the Homeowners Association by Lot owners, until Developer transfers control of the Homeowners Association to the Lot owners. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each owner's Lot and improvements thereon and shall be a continuing lien upon such property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to an owner's successors in title unless expressly assumed by the successor; provided, however, the lien shall remain effective against a Lot for delinquent assessments notwithstanding any transfer of the Lot.

The first owner of a Lot, other than Developer or a builder who owns a Lot only for the purpose of constructing a home thereon for resale, shall pay at the time of closing the annual fee for the year of closing prorated for the remainder of the calendar year in which closing occurs. Failure of the first owner to pay this fee at closing, through oversight of the builder, closing attorney or otherwise, shall not relieve the owner from paying that amount as soon as the oversight is discovered. The annual fee may be established from year to year pursuant to Section 3.7 below.

**3.6. Purpose of Assessments.** The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including without limitation street lights, if any, in Park Springs, and for the use and enjoyment of the Common Area, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Governing Principles of the Homeowners Association, the employment of attorneys, accountants and other professionals to represent and advise the Homeowners Association, and such other needs as may arise, and for the improvement and maintenance of the Common Areas. Common Area maintenance shall include all noted drainage and tree canopy areas, and any other area set aside as a space for the use and enjoyment of the residents of Park Springs. The Homeowners Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas. The Manager of the Homeowners Association or its nominee shall administer the assessments and receipts of the Homeowners Association, which may only be used for the purposes set forth in this Declaration.

**3.7. Assessment Amounts.** The Manager of the Homeowners Association may fix the annual assessment at an amount determined by the Manager to be reasonably necessary to meet the budgeted expenses of the Homeowners Association. The Manager shall determine when

the assessment shall be due, and whether the assessment shall be paid monthly, quarterly or annually. The Manager may establish from such assessments a reserve account.

3.8. **Special Assessments.** In addition to the annual, regular assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. As determined by the Manager, any such special assessment may be payable in a lump sum or the Manager may allow installment payments, such installment payments to bear interest at a rate set by the Manager.

3.9. **Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots except those owned by Developer and those not occupied as a residence. The Manager may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence.

3.10. **Effect of Non-Payment; Remedies.** Any assessment not paid by the due date shall bear interest from the due date at a rate of interest established from time to time by the Manager of the Homeowners Association. Until such rate is established, the interest rate shall be 10% (unless such rate is usurious under applicable law, in which event the interest rate shall be automatically deemed to be the maximum rate allowed by applicable law). The Homeowners Association may bring an action at law against the owner personally obligated to pay the assessment, and/or the Homeowners Association may foreclose the lien against a nonpaying Lot owner's Lot and improvements thereon, and interest, cost and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of a Lot.

3.11. **Subordination to Mortgages.** The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in this Declaration. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

3.12 **Woodland Protection Areas.** The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Declaration of Covenants, Conditions and Restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

This Section 3.12 may be amended or released only with the prior approval of the Louisville Metro Planning Commission.

**3.14 'Manager's Determination Binding.** In the event of any dispute or disagreement between any Owners relating to the Property or the common area, or any questions of interpretation or application of the provisions of this Declaration or the Governing Principles of the Homeowners Association, the determination thereof by the Manager of the Homeowners Association shall be final and binding on each and all such Owners.

**ARTICLE IV  
ADDITIONAL RESTRICTIONS, COVENANTS AND CONDITIONS FOR SINGLE  
FAMILY RESIDENCES**

**4.1 Single Family Property.** The real property which is subject to this Article IV of this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

Insert legal description here, or refer to an attachment.

Each of the Lots referred to in this Section IV is a "Single Family Lot" and are, collectively, the "Single Family Lots".

**4.1.1 Primary Use Restrictions.** No Single Family Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered or permitted to remain on any Single Family Lot except single family dwellings designed for the occupancy of one family.

**4.1.2. Duty to Repair and Build.** Each Single Family Lot owner shall, at the owner's sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to the condition which existed immediately prior to the casualty.

**4.1.3. Duty to Maintain Single Family Lot.** After the date of purchase, it shall be the duty of each owner to keep the grass on the Single Family Lot properly cut, to keep the Single Family Lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. This requirement includes, without limitation, performing such duties in all areas of the Single Family Lot subject to easements and all landscape buffer areas. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make such Single Family Lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that Single Family Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be

enforced by foreclosure against that Single Family Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon. The owner shall and does hereby indemnify and hold harmless Developer for any liability, loss or damage as a result of the entry by Developer onto the owner's Single Family Lot in accordance with this Section 4.1.3.

4.2 Developer retains the right to approve and to provide approved "house styles" for the purposes of building single family homes. Nothing in this section prevents the Developer from approving different style houses or minimum square footages under section 4.4 of this Declaration. Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas.

**4.3 Garages; Carports.**

Single Family Lots may have, but are not required to have, attached or detached garages, sheds, and parking pads. Attached or detached garages, sheds, and parking pads shall be setback fifty (50) feet from the front property line for Single Family Lots with no rear street access, and thirty (30) feet from the rear yard property line for Single Family Lots with rear street access. The rear yard setback shall be five (5) feet for Single Family Lots with no rear street access. The side yard setback shall be two (2) feet for Single Family Lots with rear street access. Garage doors visible from the street shall be a maximum of nine (9) feet wide. Garages, as structures, are subject to prior plan approval under Section 4.4 of this Declaration.

**4.4 Landscaping; Driveways; Trees; Sidewalks.**

(a) After the construction of a residence, the owner shall promptly grade and sod the front yard and street side yard of the Single Family Lot and shall grade and sod or seed and straw the rear and side yards.

(b) Each owner shall construct the driveway and the driveway apron up to the edge of the sidewalk prior to occupancy of a single-family dwelling. Driveways are encouraged to be constructed as two concrete strips with a grassed area between them. Any driveway which in Developer's determination restricts drainage by, over or into a roadway shall be removed and replaced by owner within twenty (20) days of demand for such removal and replacement by Developer at the sole cost and expense of owner.

(c) Prior to occupancy of any residence and unless otherwise permitted by the express written approval of Developer, the owner shall cause to be planted six shrubs or bushes and at least one tree (at least two and one-half inches in caliper) in the front yard of the Single Family Lot. Developer retains the right, in its sole discretion, to determine the location of any and all trees on the Single Family Lot. No tree shall be removed from any Single Family Lot without the prior written approval of Developer.

(d) Upon an owner's failure to comply with the provisions of this Section 4.4, Developer may take such action as necessary to cause the owner to comply therewith or take such other actions as Developer shall deem appropriate, and the owner shall immediately, upon

demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that Single Family Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Single Family Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(e) Each owner shall construct on that owner's Single Family Lot a concrete sidewalk along the full length of the front Single Family Lot line, and where such Single Family Lot is a corner Single Family Lot, the sidewalk shall be constructed along the full length of each Single Family Lot line adjacent to a right-of-way, all in accordance with applicable laws and regulations. Also, each owner shall construct a concrete sidewalk (with Developer having the right to approve other materials) (i) from the front door of the residential house constructed on a Single Family Lot to either the driveway or the front sidewalk, and (ii) from the rear door to the storage shed. Developer may waive the requirement set forth in the preceding sentence. Such sidewalks shall be concrete and of broom finish.

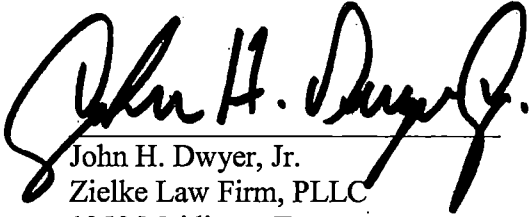
## ARTICLE V GENERAL PROVISIONS

**Section 5.1. Restrictions Run with Land; Amendment.** Unless canceled, altered or amended under the provisions of Section 4, these covenants, conditions and restrictions are to run with the land and shall be binding on all parties claiming under them for a period thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of owners prior to the date of extension is placed of record in the Jefferson County Clerk's office canceling such automatic extension. These restrictions may be canceled, altered or amended at any time by the affirmative vote of the owners of seventy-five percent (75%) of the Lots subject to these restrictions. No cancellation of, alteration of or amendment to any covenant, condition or restriction shall take effect until the owners of seventy-five percent (75%) of the Lots subject to these restrictions file in the Office of the Jefferson County Clerk an Amendment to the Declaration describing such cancellation of, alteration to or amendment to such provision herein.

**Section 5.2. Severability; Modification.** The provisions of this Declaration are severable. While the covenants, conditions or restrictions set forth above are considered to be reasonable in all circumstances, it is recognized that covenants, conditions or restrictions of this nature may fail for reasons unforeseen, and accordingly it is hereby declared that if any of such covenants, conditions or restrictions shall be adjudged void as going beyond what is reasonable in all circumstances, the said covenant, condition or restriction shall apply with such modifications as may be necessary to make it valid and effective. In the event any provision or portion of this Declaration shall be held or adjudged invalid or unenforceable and incapable of reasonable modification to make it valid and effective in accordance with this Section 4.2, the remaining provisions or portions of this Declaration shall not be invalidated thereby, but shall remain in full force and effect.



This Instrument Prepared By:



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462 S. Fourth Street  
Louisville, KY 40202  
502.589.4600

[Signatures and Acknowledgements of Lot Owners are on separate counterpart pages attached and part of this Amendment]

Lot Owners are identified by name, Lot Number and source of title)

Recorded in Plat Book  
No. 56 Page 81-82  
Part No. \_\_\_\_\_