

DEED OF RESTRICTION

THIS DEED and DECLARATION OF RESTRICTIONS, made this 19<sup>th</sup> day of July, 1983, by DOHRMAN CONSTRUCTION CO., a Kentucky corporation, of Louisville, Kentucky (hereafter "Dohrman").

WITNESSETH:

WHEREAS, said Corporation is the owner of all lots shown upon the plan of Falls Creek Subdivision, Section #4, recorded in Plat and Subdivision Book 34, Page 63, on March 22, 1983, in the Office of the Clerk of Jefferson County, Kentucky, and

WHEREAS, said Corporation desires to protect said Subdivision by appropriate restrictions as to sale, use and improvement and to make Falls Creek Subdivision, Section #4, more desirable for residential purposes.

NOW, THEREFORE, Dohrman, hereby imposes the following restrictions upon all of the lots in said Falls Creek Subdivision, Section #4, makes said restrictions a covenant running with the land and makes the property subject to the following restrictions:

1. All numbered lots in Falls Creek Subdivision, Section #4, shall be used solely and exclusively for single family residential purposes. No more than one residential unit shall be erected on any one lot.

2. No building shall be erected nearer to the front property line than the building line as shown on the plat of Falls Creek Subdivision, Section #4, aforesaid.

3. Side yard requirements shall be the same as required by the Louisville and Jefferson County Planning and Zoning Commission, in force on the date this instrument is recorded in the Office of the Clerk of Jefferson County, Kentucky.

4. Right is reserved by Dohrman to cut grass, or weeds on unimproved lots.

5. No more than one sign shall be permitted on any unimproved lot and same shall not be larger than 3' by 4', except Dohrman shall have right to erect larger signs on property it retains or owns.

6. Anyone cutting into or tunneling under any dedicated lane or road in said Subdivision must repair and restore lane or road to extent affected, or its original condition, all at such person's risk and expense. Said work shall not create any liability on the owner of said Subdivision.

7. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock, farm animals, poultry, pigeons, or other such animals or fowls, shall at any time be permitted to be kept in said Subdivision.

8. No trailer or shack or any other temporary structure of any kind shall at any time be erected or kept in said Subdivision, except that Dohrman shall have right to

erect a field office and mower shed on property it retains or owns. No mobile home, camper, boat, truck or commercial vehicle of any kind may be temporarily or permanently stored on any lot subject to these restrictions, unless same be housed within a permanent structure such as a garage, which such structure shall conform to and be subject to other applicable restrictions found herein, provided however that a camper or camping trailer less than 10 feet in length or a boat less than 20 feet in length may be stored or parked on that portion of any particular numbered lot to the rear of the main permanent structure on said lot.

9. All structures erected upon any lot shall be under one roof. All garages shall be attached to the house, provided that said attachments may be made by a breezeway extending not more than 15 feet from the house.

10. The floor area of a one story house shall be a minimum of 1,800 square feet. The first floor area of a one and one-half story house shall be a minimum of 1,300 square feet. The first floor area of a two story house shall be a minimum of 1,150 square feet. The aggregate area of the main floor and sleeping quarter level of a split-level house shall be a minimum of 1,600 square feet. Garages, porches and basements shall not be included in the computation of floor area as required by these restrictions. The plans of each residence, showing the type, kind, size, shape, height, materials and location of same shall be submitted to and approved by

Dohrman before construction is begun. Said plans shall remain with Dohrman until construction is completed.

11. No building shall be constructed within the boundaries of said Subdivision, unless the character and construction shall be equal to or better than existing residences. The exterior of any and all residences shall be constructed of brick, brick veneer, stone, stone veneer, or frame. No all-stucco houses may be built. Stucco used as a decorative treatment may be used if approved by Dohrman.

12. No fence or any kind or nature whatsoever may at any time be erected nearer to the front property line, than the front line or the building, except a small ornamental fence and approved by Dohrman. Fences, where permitted, shall not exceed six feet in height.

13. Before any type of construction can be commenced, either original construction or changes or additions made at a later date, the plans for such shall be approved by Dohrman before construction is begun.

14. A perpetual easement is reserved on each lot as shown on plat of said Subdivision, for utility installations; sewers, and maintenance and drainage.

15. Any lot owners may enforce the restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

16. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in Section #4 of Falls Creek Subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

17. All lots in Falls Creek Subdivision, Section #4, are subject to the terms of a third party Sanitary Sewerage Agreement between Wm. Dohrman, Incorporated, and the First National Bank of Louisville, of record in Deed Book 4546, Page 443, in the Office of the Clerk of Jefferson County, Kentucky.

18. In Deed Book 4546 at Page 457, in the Office of the Clerk of Jefferson County, Kentucky, a Deed of Restriction is found of record affecting Falls Creek Subdivision, Section #1. Paragraph 18 of said Deed of Restriction refers to certain



behalf of the corporation.

My Commission Expires:

12-7-87

NOTARY PUBLIC

*Handwritten signatures and date: 4/6/34*

THIS INSTRUMENT PREPARED BY:

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