

**AMENDED AND RESTATED DEED AND DECLARATION OF RESTRICTIONS**

**THIS AMENDED AND RESTATED DEED AND DECLARATION OF RESTRICTIONS**, made this 18 day of March, 2003, by the undersigned owners of lots in Falls Creek Subdivision located in Louisville, Kentucky (the "the Owners")

**RECITALS:**

**WHEREAS**, the Owners are the fee simple owners of those certain lots shown upon the plans of Falls Creek Subdivision-Sections 1, 2 and 3 recorded in Plat and Subdivision Book 29, Page 49, on August 15, 1972, Plat Book 32, Page 25 on Aug 5, 1976 and Plat Book 33, Page 55 on Jan 24, 1979 in the office of the Clerk of the County Court of Jefferson County, Kentucky, (referred to herein as "Lot" or "Lots") and

**WHEREAS**, Owners desire to protect said Subdivision by appropriate restrictions as to sale, use and improvement and to make the aforesaid sections of Falls Creek Subdivision more desirable for residential purposes, and

**WHEREAS**, Owners desire to make these restrictions applicable to the Lots as of the date of expiration of the original Deed of Restriction dated August 22, 1972, of record in Deed Book 4546, Page 457 which expired on December 31, 1990.

**NOW, THEREFORE**, Owners hereby impose the following restrictions upon their lots in said Falls Creek Subdivision-Sections 1, 2 and 3 making said restrictions a covenant running with the land and making the Lots subject to the following restrictions.

1. All numbered lots in Falls Creek Subdivision-Sections 1, 2 and 3 except for open space Lots which are specifically excepted, 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 respective recorded plats of Falls Creek Subdivision-Sections 1, 2 and 3, aforesaid.
3. Side yards 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 Court, Kentucky
4. Right is reserved by the Falls Creek Homeowners Association, or its assigns, to cut grass or weeds on unimproved lots
5. Anyone cutting into or tunneling under any dedicated lane or road in said Subdivision must immediately 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 other Lot owners of said Subdivision or on the Falls Creek Homeowners Association

6. Each owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot.

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, fowls, or other such animals, shall at any time be permitted to be kept in said Subdivision.

8. No trailer or any other temporary structure of any kind shall at any time be erected or kept in said Subdivision. 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 behind the front line of the main permanent structure on said Lot.

9. All improvements erected upon any Lot shall be under one roof. All garages shall be attached to the house provided that such attachment may be made by a breeze way 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 the Association or its agents, before construction is begun. Said plans shall remain with the Association 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 the Association.

12. No fence of any kind or nature whatsoever may at any time be erected nearer to the front property line, than the front line of the building, except a small ornamental fence and approved by the Association. Fences, where permitted, shall not exceed five 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 the Association or its agents, before construction is begun.

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

15 Any lot owner or the Association 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 not effect any of the other provisions which shall remain in full force and effect

16. Failure of the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each undersigned Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of this Declaration or the Rules.

17. Community or common property, designated as not a building site, as shown on the aforesaid plats hereof shall be subject to the following restrictions:

(a) The use of such community or common area is limited to the owners of the lots in said subdivision and/or persons using same with their specific approval.

(b) Trees and decorative shrubs in such common or community areas shall not be cut or destroyed.

(c) The common or community area shall not be used for overnight camping, except by lot owners or their children.

(d) No building, fence or structure of any kind shall be placed or erected on the community or common area, except as approved by the Association

(e) The community or common area shall not be used for parking or storage, temporary or permanent, of vehicles of any kind.

(f) The general restrictions against nuisance and improper use, as set forth in Paragraph 7 hereof, shall be applicable to the community or common areas.

(g) In connection with these restrictions and the development of Falls Creek Subdivision, Sections 1, 2 and 3 and other sections thereof as same are platted and put to record, a non-profit corporation known as Falls Creek Homeowners Association, Inc has been incorporated under the laws of the Commonwealth of Kentucky, which corporation, among other purposes, has been created for the purpose of maintaining the Subdivision generally, including, but not by way of limitation, the maintenance of common areas. The Articles of Incorporation of the Association have been recorded in Deed Book 285 Page 357 as recorded in the Office of the Clerk of Jefferson County, Kentucky.

(h) The Association, created for the purposes provided herein, shall have the authority and the sole, absolute and mandatory responsibility to regulate and maintain the community or common areas as shown on the plats of Falls Creek, Sections 1, 2 and 3.

18 **Architectural Standards.** All property and Lots at any time subject to these Restrictions shall be governed and controlled by the provisions of this Section

19 **Design Review Board.** The Design Review Board shall be a board consisting of at least three (3) persons. The Board of Directors of the Association shall have the sole and exclusive right to appoint and remove all members of the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of a majority of all of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of this Declaration.

20. **Modifications.** Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall alter surfaces of existing Improvements, construct or modify fencing, or construct any improvement on any Lot, including, without limitation, gazebos, play structures, garden houses or hot tub enclosures, without the prior written consent of the Design Review Board. The Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

21. **Variances.** To avoid unnecessary hardship and/or overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Declaration, provided that the activity or condition is not prohibited by applicable law, and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

22 **Nonconforming Rights.** Structures and uses in violation of these Restrictions which were in every other respect lawful structures and uses as of the date these Restrictions are recorded may continue but shall not be relocated or expanded in scope or area.

23 Said Association shall have the authority and power to assess fees and costs on a pro-rata area basis for each Lot in Sections 1, 2 and 3 of Falls Creek Subdivision and on subsequent sections of said subdivision as same are platted and put to record, in an amount necessary and sufficient to provide for the required maintenance of the community or common areas, and any other purpose that said Association may deem proper. Said Association shall have the power to enforce the collection of said fees from the owners of said lots, pursuant to the statutory powers given it under the laws of the Commonwealth of Kentucky. Except for the community or common areas, all building lots in Falls Creek Subdivision, Sections 1, 2 and 3 and all other lots in any subsequent section of said subdivision as same are platted and put to record shall be subject to the fees and charges as herein provided.

24 Should said Association fail to perform or pay for the necessary maintenance of the community or common areas or roads then any affected property owner or governmental agency concerned with such shall succeed to the rights of said Association with regard to same

25. In connection with the powers of said Association with reference to drainage easements, basin areas and outlet works, as shown on the plat of Falls Creek Subdivision, Section 1, 2 and 3 and other sections thereof when same are platted and put to record, the Association shall have the authority and responsibility to maintain same in accordance with the other provisions hereof and to require that drainage easements shall be preserved as a retention basis for rainfall excess and will not be altered from the designated or subsequent plat without prior permission of the Jefferson County Department of Public Works. Said drainage easements will be maintained free and clear of debris and all fallen objects and in such a matter that vegetation, excepting trees and shrubs will be cut at all times to a height not to exceed five inches above the ground line. Private recreational facilities and landscaped plantings may be placed in any such easement area, if first approved in writing by the Jefferson County Department of Works. General basin areas and outlet works are to be maintained at all times free from any debris, fallen objects and sedimentation and shall be mowed at all times to a height not to exceed five inches above the ground line. No plantings or construction shall be permitted within the retention basin area without prior written approval of the Jefferson County Department of Public Works. All necessary precautions shall be taken to prevent any open space, retention basin, drainage easement, community or common area or similar areas from becoming dangerous or hazardous to any person using such areas or to the health of the residents of Jefferson County, Kentucky. The expense of the foregoing is an obligation of said Association, but the building lots in Falls Creek Subdivision, Sections 1, 2 and 3 are subject to the same burden found in Paragraph 23 hereof and said Association has the same rights to collect fees for this purpose as set forth in said Paragraph 23.

26. Each lot in Falls Creek Subdivision, subject to these restrictions, shall have one indivisible membership and one vote in the management and control of said Association.

27 The Association pursuant to its general statutory powers but subject to the provisions of Paragraph 26 immediately above regarding voting rights, shall have the power to alter, amend or revoke only Subsections 17(a), (b), (c), (d), (e) and (f) hereof, provided however that such changes shall not be effective until the same have been duly and properly recorded in the office of the Clerk of the Jefferson County Court, Kentucky. Said Association shall not have the power to alter or amend this Paragraph 27 and Subsections 17(g) and (h) and Paragraph 23, 24, 25 and 26 hereof

28. This Amended and Restated Deed and Declaration of Restrictions may be executed in signature counterparts attached hereto.


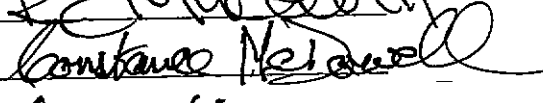
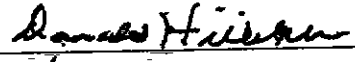
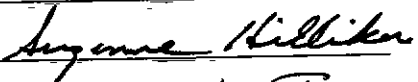
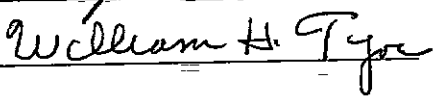


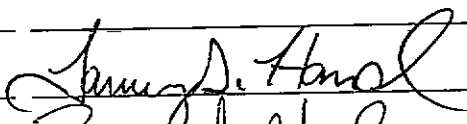
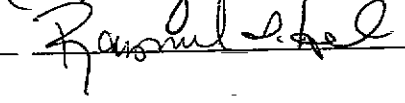


**IN WITNESS WHEREOF**, the undersigned owners of Lots in Sections 1, 2 and 3 of Falls Creek Subdivision have entered into this Amended and Restated Declaration of Restrictions on the date set forth in the notary certificate.

[SIGNATURE PAGES ATTACHED]

## Falls Creek Deed of Restrictions Signature Pages

	Name Printed	Signature
<b>Section 1</b>		
Falls Bluff Court		
3600 Falls Bluff Court	Michelle Mattingly	Michelle Mattingly
3601 Falls Bluff Court		
Falls Creek Road		
6602 Falls Creek Road (6601 R)	HOWARD J. DOHERMAN	Howard J. Doherman
6603 Falls Creek Road		
6605 Falls Creek Road	Charles J. Mundt	Charles J. Mundt
6607 Falls Creek Road	Tony J. McAfee Mary Alice McAfee	Tony J. McAfee Mary Alice McAfee
6608 Falls Creek Road	William F. Reed Janet Reid	William F. Reed Janet Reid
6609 Falls Creek Road	DANIEL HATFIELD	D. Hatfield
6610 Falls Creek Road		
6611 Falls Creek Road		
6612 Falls Creek Road	ROBERT TIELL Judy Tiell	Robert Tiell Judy Tiell

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 1</b>		
Falls Creek Road		
6700 Falls Creek Road	Robert E. McDowell	
	Constance M. McDowell	
6701 Falls Creek Road	DONALD HILLIKER	
	Suzanne Hilliker	
6702 Falls Creek Road	WILLIAM H. TYRA	
6703 Falls Creek Road	SANDY BRAUNER	
	DAVID BRAUNER	
6704 Falls Creek Road		
6705 Falls Creek Road	TAMMY S. HAND	
	RAYMOND I. HAND	
6706 Falls Creek Road		
6707 Falls Creek Road		
6708 Falls Creek Road		
6709 Falls Creek Road		
6710 Falls Creek Road	Elizabeth D. Stephens	
	Charles E. Stephens III	
Quail Hollow Court		

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 1</b>		
Quail Hollow Court		
3702 Quail Hollow Court	Basil Hall	Basil Hall
<sup>4</sup> 370 <del>5</del> Quail Hollow Court	HARRIET HALL	Harriet Hall
	Shirley Uhl	Shirley Uhl
<sup>3</sup> 370 <del>4</del> Quail Hollow Court	<del>John Uhl</del> Pamela Cashman	John Uhl Pamela Cashman
	Sean Cashman	Sean Cashman
3705 Quail Hollow Court		
370 <del>7</del> Quail Hollow Court	THOMAS W. DYKE	
370 <del>6</del> Quail Hollow Court	BEVERLY SCHROEDER	Beverly Schroeder
3708 Quail Hollow Court	Jane Curtis Land	William A Land
3709 Quail Hollow Court	Jill Land S. C. DRNOCHOP	Jill Land S. C. Drnochop
3710 Quail Hollow Court	Mina Thevenin	Mina Thevenin
3711 Quail Hollow Court	Carol E Lytch Stephens Carol E. Lytch	Carol E Lytch Stephens E. Lytch
3712 Quail Hollow Court		



## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 1</b>		
Quail Hollow Court		
3713 Quail Hollow Court		
<b>Section 2</b>		
Drexel Court		
3802 Drexel Court	Betty J. Triplett	Betty J. Triplett
3803 Drexel Court		
3804 Drexel Court	Cava S. Riley Michael W Riley	Cava S. Riley Michael W Riley
3805 Drexel Court	STEVEN FOX	Steven Fox
3806 Drexel Court	Michael W. Ladd Julia B Ladd	Michael W. Ladd Julia B Ladd
Falls Creek Road		
6800 Falls Creek Road	JIM GERMAN DANA GERMAN	James J German Dana German
6801 Falls Creek Road	MATRID K NOIFE	Matrid K Noife
6802 Falls Creek Road		
6803 Falls Creek Road	CAROLYN W. JOYCE	Carolyn W. Joyce

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 2</b>		
Falls Creek Road		
6804 Falls Creek Road	Judy Ecker	Judy Ecker
	FRANK D. BOONE, JR.	Frank D. Boone Jr
6805 Falls Creek Road	Ronald S. Swogger	Ronald S. Swogger
	Juanita A Swogger	Juanita A Swogger
Stockridge Road		
3800 Stockridge Road	FREBURT JOHNS	Freburt Johns
3801 Stockridge Road	DONALD E. PHILLIPS	Donald E Phillips
3802 Stockridge Road	DONNA S LIEBERT	Donna S Liebert
	Gilbert F. Liebert	Gilbert F. Liebert
3803 Stockridge Road	R. H. SCHMALFELD	R. H. Schmalfeld
3805 Stockridge Road	JOSEPA WAGNER	Josepa Wagner
	KATHY WAGNER	Kathy Wagner
3807 Stockridge Road	Julie Hobbs	Julie Hobbs
	MIKE HOBBS	Mike Hobbs
3808 Stockridge Road		
3809 Stockridge Road	John C. Peabody	Lue Peabody
	John C. Peabody	Lue Peabody
3810 Stockridge Road	Kevin Shaheen	Kevin Shaheen
	Denise Shaheen	Denise Shaheen
Trail Ridge Road		

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 2</b>		
Trail Ridge Road		
3701 Trail Ridge Road	JEAN LINDAHL	Jean Lindahl
3703 Trail Ridge Road		
3705 Trail Ridge Road		
3706 Trail Ridge Road		
3707 Trail Ridge Road		
3708 Trail Ridge Road		
3709 Trail Ridge Road		
3710 Trail Ridge Road	WILLIAM J ARIENS	William J Ariens
3711 Trail Ridge Road		
3712 Trail Ridge Road	M. Roxanne Sturtevant Elwood R Sturtevant	R Sturtevant Elwood R Sturtevant
3713 Trail Ridge Road	RICHARD HUTCHINSON MARY HUTCHINSON	R Hutchinson M Hutchinson
<b>Section 3</b>		
Ridgetop Court		

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 3</b>		
Ridgetop Court		
3500 Ridgetop Court	RON HAGEDORN	Ronald L Hagedorn
	JOAN HAGEDORN	Joan Hagedorn
3501 Ridgetop Court	TERRY E FURLONG	Terry E Furlong
	Cheryl E. Furlong	Cheryl Furlong
3502 Ridgetop Court		
3503 Ridgetop Court		
3504 Ridgetop Court		
3505 Ridgetop Court	Stephen Jones	Stephen Jones
	Pam O Jones	Pam O Jones
3506 Ridgetop Court	Alan S. Bietry	Alan S. Bietry
	Cathy D Bietry	Cathy D Bietry
3507 Ridgetop Court	ROBERT SKINNER	Robert A. Skinner
	SKINNER	
3508 Ridgetop Court		
3509 Ridgetop Court	ALICE B. MARSHALL	Alice B. Marshall
	William W. MARSHALL	William W. Marshall
3510 Ridgetop Court	CHARLIE ELROD	Charlie E. Elrod
	CAROL ELROD	Carol M. Elrod

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 3</b>		
Ridgetop Court		
3511 Ridgetop Court	SCOTT CALVERT	Scott Calvert
3512 Ridgetop Court	Patricia Macvaugh	Patricia Macvaugh
3513 Ridgetop Court		
3514 Ridgetop Court	Don O'Malley	Don O'Malley
3515 Ridgetop Court		
3516 Ridgetop Court		
Trail Ridge Road		
3601 Trail Ridge Road		
3602 Trail Ridge Road	KAREN TRIPLETT	Karen Triplett
3603 Trail Ridge Road	ALEXANDER	NO
3604 Trail Ridge Road	Liz Coomes PAUL Coomes	Liz Coomes Paul Coomes
3605 Trail Ridge Road	F. G. Aubrey	Mary J. Aubrey MAY F

## Falls Creek Deed of Restictions Signature Pages

	Name Printed	Signature
<b>Section 3</b>		
Trail Ridge Road		
3606 Trail Ridge Road	JAMES J. BELL	MALISSIA BELL
	Jan J Bell	Malissia Bell
3607 Trail Ridge Road	ROBERT E. O'CONNOR JR.	<del>Robert E. O'Connor Jr.</del>
	MARY F. O'CONNOR	Mary F. O'Connor
3608 Trail Ridge Road	Marcy VanHoose	Marcy VanHoose
	<del>LAWRENCE J. WHERTHEY</del>	Rich VanHoose
3609 Trail Ridge Road	LAWRENCE J. WHERTHEY	<del>Lawrence J. Wherthey</del>
	RUTH L. WHERTHEY	Ruth L. Wherthey
3610 Trail Ridge Road	LINDA S. SIMON	Linda S. Simon
3611 Trail Ridge Road	JAMES R. CONNER	James R. Conner
	MARIA L. CONNER	Maria L. Conner
3612 Trail Ridge Road	<del>LINDA S.</del>	
3613 Trail Ridge Road	Ramon S. Belden	Ramon S. Belden
	Lorne H. Belden	Lorne H. Belden
3615 Trail Ridge Road	EDMUND W. FAIRCHILD	Edmund W. Fairchild
	HELEN FAIRCHILD	Helen Fairchild
3616 Trail Ridge Road		
3619 Trail Ridge Road	Leslie Taylor	Leslie Taylor
Wind Ridge Court		

Falls Creek Deed of Restictions Signature Pages

Section 3	Name Printed	Signature
Wind Ridge Court		
6800 Wind Ridge Court	PESSY TINGUS	<i>Pessy Tingle</i>
6803 Wind Ridge Court	JAMES TINGE	<i>James Tingle</i>
6802 Wind Ridge Court	CHARLIE NALLEY	<i>Charlie Nalley</i>
6801 Wind Ridge Court	SHARON NALLEY	<i>Sharon Nalley</i>
3714 Trail Ridge Rd	LIZ DOHRMAN	<i>Liz Dohrman</i>
6804 Wind Ridge Court	TAMU ARADO	<i>Howard A Dohrman</i>
6805 Wind Ridge Court	TAMARA ARADO	<i>Tamara Arado</i>
6806 Wind Ridge Court		
6808 Wind Ridge Court	DAVID MEDLEY	<i>David Medley</i>
6810 Wind Ridge Court	TERDY MEDLEY	<i>Terry Medley</i>
	JANNIE C. WEISKERGER	<i>Jannie C. Weiskerger</i>

