

DECLARATION OF RESTRICTIONS  
 FALLS CREEK SUBDIVISION, PHASE 5  
 PLAT AND SUBDIVISION BOOK 38, PAGE 38  
 JEFFERSON COUNTY, KENTUCKY

#90788  
 9/24/90

Canfield - Knopf Development Co., Inc., a Kentucky corporation (the "Developer"), P.O. Box 43957, Louisville, Kentucky 40243, is now the owner of the following lots in Falls Creek Subdivision, Phase 5:

BEING lots 36 through 94 inclusive, as shown on the plat of Falls Creek, Phase 5 of record in Plat and Subdivision Book 38, Page 38 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

For the mutual benefit of the present and future owners of the lots in Falls Creek Subdivision, including this section and the residential lots in sections of Falls Creek Subdivision previously recorded and to be recorded, the Developer imposes restrictions upon the above described lots as follows:

(1) Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and a private garage (attached or detached) for at least one but not more than three automobiles for the sole use of occupants of the lot.

(2) Approval of Constuction Plans.

No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be asphalt or concrete) shall have been approved in writing by the Developer or by a person or association to whom it may assign the right. No fence or wall of any nature may be extended beyond the front corner wall of the residence. The Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Building Materials.

The exterior building material of all structures shall be as follows:

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level and shall be either brick, stone, brick veneer or stone veneer or a combination of same, unless some other material shall be approved in writing by the Developer, or any person or association to whom it may assign the right. No more than 50% of the surface area of the exterior of a structure may be of wood veneer unless approved in writing by the Developer, or any person or association to whom it may assign the right.

(4) Setbacks

No structure shall be located on any lot nearer to the front line or the side street line than the minimum building setback lines shown on the recorded plat, except steps may project into said areas, and open porches may project into said areas not more than four (4) feet.

(5) Minimum Floor Areas

(a) The ground floor area of a one-story house with an attached two car garage shall be a minimum of 1600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1100 square feet, exclusive if the garage.

(c) The total floor area of a tri-level house shall be a minimum of 1700 square feet, exclusive of the garage.

(d) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage.

(e) Finished basement areas and open porches are not included in computing floor area.

(6) Nuisances

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

(7) Use of the Other Structures and Vehicles

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

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or any street. No trailer, boat, truck or other vehicle, except an

automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No communication or TV antennas and/or dishes will be permitted on any lot.

(8) Animals

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial; or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot by the owner of such pet.

(9) Landscaping; Sidewalks; Carports; Garages; Driveways

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Each lot owner shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations.

(b) No carport shall be constructed on any lot. No garages shall open onto the front of any lot. All driveways shall be of asphalt or concrete.

(10) Removal of Trees

No tree with a trunk larger than two (2) inches in diameter at the base shall be removed from any lot without the written permission of the Developer or any person or association to whom it may assign the right. If any tree is injured from whatever cause, the owner shall immediately have it treated by a qualified nurseryman.

(11) Mail and Paper Boxes; Hedges; Fences

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Developer or by any person or association to whom it may assign the right. No fence shall exceed four (4) feet in height, and all fences shall be of open air type, such as rail or chain link. However, fences enclosing patios or swimming pools may be up to six (6) feet high and opaque.

(12) Clothes Line

No outside clothes lines shall be erected or placed on any lot.

(13) Duty to Maintain Property

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep it otherwise neat and attractive in appearance.

Should any owner fail to do so, the Developer (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer or other performing party for the expense incurred in so doing.

(14) Business; Home Occupations

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy, and like endeavors) shall be conducted on any lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of section (1) & (2), a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two (2) years from completion of the house.

(15) 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 or rent thereof, which sign shall not be greater in area than nine (9) square feet; except the Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(16) Drainage

Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision.

(17) Disposal of Trash

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

(18) Underground Utility Service

Electric service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas & Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. The electric and telephone easements shown on 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.

(19) Drains

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Restrictions Run with Land

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 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 the then owners of the front footage of all lots subject to these restrictions 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.

(21) Enforcement

Enforcement of these restrictions, shall be by proceeding of law or in equity, brought by any owner of real property in Falls Creek Subdivision, by the Association, by the Developer, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(22) Invalidation

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(23) Easements

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

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to Louisville Gas & Electric'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 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 lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

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(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 dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of Louisville Gas & Electric bringing service to the property shown on this plat it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

WITNESS the signature of the Developer by it's President on this day 28 day of Aug, 1990.

By [Signature]  
Christopher J. Knopf, President

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me this 28 day of Aug, 1990 by Christopher J. Knopf, President of Canfield - Knopf Development Co., a Kentucky Corporation.

[Signature]  
Notary Public

Commission expires: 6-8-91

Instruments prepared by:  
Christopher J. Knopf  
Canfield - Knopf Development Co.  
P.O. Box 43957  
Louisville, Ky. 40243

[Signature]

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