

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CRAIG'S CREEK SUBDIVISION, SECTION 1

WHEREAS, BARLOW HOMES, INC., a Kentucky corporation with its principal office located at 2300 Regency Road, Lexington, Kentucky 40503 (hereinafter referred to as "Developer") is the owner of certain real property located on Ballardsville Road in Jefferson County, Kentucky consisting of approximately 44.876 acres which was conveyed to Developer by a Deed appearing of record in Deed Book 6619, page 799, in the Office of the Jefferson County Clerk, and by Deed of Correction appearing of record in Deed Book 6628, page 702, in the office of the aforesaid clerk (the "Property"); and

WHEREAS, the Developer desires to maintain uniformity with respect to the use and occupancy of the Property in order to enhance and to maintain its value, and to render it more attractive in appearance;

WHEREAS, the Developer desires to make provisions for the maintenance and operation of certain open areas and the entrance to the Property;

WHEREAS, Developer intends to develop the Property in sections by the recording of subdivision plats for portions of the Property;

WHEREAS, the Developer intends to subject additional sections of the Property to the covenants, conditions, and restrictions hereinafter set forth by the recording of similar declarations;

NOW, THEREFORE, for and in consideration of the above-recitals, the Developer hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of that portion of the Property which is designated as Craig's Creek Section 1, as shown on the subdivision plat thereof of record in Plat and Subdivision Book 42, page 94, in the Office of the Jefferson County Clerk (the "Subdivision"):

1. Residential Purposes. No lot in the Subdivision shall be used except for residential purposes.
2. Temporary Structure. No building or structure of a temporary character, including but not limited to trailers, basements, tents, shacks, garages, barns or other buildings other than residence buildings shall be used upon any lot in the Subdivision at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack, barn or unmovable vehicle be used and/or maintained upon any lot in said the Subdivision at any time, whether temporarily or permanently, except those that are placed thereon by the Developer for use by it during construction.
3. Construction and Area. The minimum floor area of a single family structure, exclusive of porches, garages and basements, shall be as follows:
  - a. One (1) Story: 1500 square feet plus two (2) car attached garage (garage does not count in square footage);

- b. One and one-half (1-1/2) Story: 1,000 square feet on first floor, 600 square feet on second floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage);
- c. Two (2) Story: 900 square feet on each floor, plus two (2) car attached garage or basement garage (garage and basement do not count in square footage).

Note: In computing each of the floor area requirements above, a garage in the basement shall not be construed as an attached garage and the area of any basement shall not be counted.

4. Front Elevation. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent lots without the permission of Developer.

5. Building Setback Lines. No building shall be located on any lot nearer to the front lot line and, if a corner lot, no nearer to the side street lot line than the minimum building setback lines shown on the recorded subdivision plat. All buildings shall conform to the applicable regulations of the Jefferson County Planning and Zoning Commission and all other departments of the Jefferson County Government having jurisdiction over same.

6. Approval of Building Plans. No building shall be erected, placed or altered on any lot until the building plans and specifications and the location of improvements including driveways, parking areas and garages shall first be approved in writing by Developer.

7. Outbuildings. No detached building shall be erected, altered, placed or permitted to remain on any lot, including without limitation, detached storage buildings.

8. Fences. No chain link fence of any kind shall be permitted on any lot. All fences erected on any lot shall be approved in writing by Developer in advance. No fence, wall or hedge of any nature may be extended toward the front or side property line beyond the building set-back line as shown on the recorded subdivision plat, and may not extend toward the front of the house past the rear corner of the house. All fences must conform with the character of the Subdivision and shall be in accordance with appropriate governmental regulations.

9. Driveways. All driveways and approaches shall be constructed of concrete, asphalt or paving brick.

10. Landscaping. As construction of the improvements on each lot is completed, landscaping shall be done as follows:

- a. The front of each lot shall be landscaped with a minimum of six (6) shrubs and at least two (2) shade trees in the front yard. No existing tree may be removed without permission of the Developer.

- b. Sod shall be placed from the edge of the paved street to the front building wall of the residence across the entire width of the lot. Side yards shall be sodded and a minimum of six (6') feet of the rear yard as measured from the rear building wall of the residence shall be sodded. The remaining rear yard shall be graded and seeded or sodded. Areas improved with sidewalks, driveways, porches, and patios are excepted.
- c. No earthen material of any type shall be placed in the 100-year flood plain as indicated on the recorded subdivision plat.
11. Garden. No garden, except those enclosed within a permissible fence, shall be placed on any lot nearer to any street than the minimum building setback line as shown on the recorded plat.
12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.
13. Easements; Subject To. All lots shall be conveyed subject to the building lines, easements, and notes shown on the recorded subdivision plat.
14. Animals. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision; provided, however, dogs, cats and/or other household pets may be kept and maintained upon said lots if they are not kept, bred or maintained for any commercial reason or purpose.
15. Satellite Dishes. No satellite dishes of any kind shall be located in any front yards, side yards or elevated above ground on poles or towers, or mounted on roof tops. Any satellite dishes located in rear yards shall be screened with living plant material and shall be approved by Developer. Notwithstanding the foregoing, small satellite dishes of the size now being offered by such companies as Direct TV, Primestar, etc., may be installed so long as they are installed in the rear of the building.
16. Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
17. Maintenance. Should the owner of any lot fail to maintain the lawn, the Developer or its assigns may enter such lot to cut grass and/or weeds and to remove any debris necessary, and shall be entitled to collect its costs of labor and material, plus twenty five percent (25%), from the owner of said lot.
18. Mailboxes. All mailboxes must be approved by Developer prior to construction.
19. Parking. No commercial vehicle or truck over 3/4 ton shall be regularly parked on

any lot or street in the Subdivision other than for delivery or construction purposes unless housed within a garage. No person shall engage in major car repairs for others at any time on any lot or street in the Subdivision. No recreational vehicle, trailer or boat shall be parked in any front yard, on any driveway or on any street in the Subdivision for a period in excess of twenty-four (24) consecutive hours, or in any manner that may be construed as an intentional attempt to circumvent this restriction.

20. Streets and Sidewalks. Anyone cutting into or tunneling under or damaging in any manner the street, sidewalk or road serving said lots must repair and restore the street, sidewalk or road to its original condition, all at such person's own risk and expense. This provision shall not be construed as the granting of permission or consent by the Developer to such action, and shall not create any liability on the part of Developer, either expressed or implied.

21. Signs. No signs except for house numbers, name plates and real estate signs shall be permitted in the Subdivision unless approved by the Developer..

22. Municipality. No city or municipality shall be formed during the development and initial sale of lots within the Subdivision unless approved by the Developer.

23. Subdivision of Lots. No additional subdivision of a lot shall be made to reduce the size of the lot without permission of the Developer and the appropriate governmental bodies.

24. Enforcement. Enforcement of these covenants, conditions, and restrictions by the Developer, the Association, or any lot owner shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure.

25. Term. These covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions, and restrictions in whole or in part.

26. Homeowners Association:

a. The Articles of Incorporation of the Craig's Creek Homeowners Association, Inc. ("Association"), which may be amended from time to time, will be recorded in the Office of the Jefferson County Clerk, subsequent to their filing with the Kentucky Secretary of State's Office.

Every owner of a lot in the Subdivision shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's by-laws, rules and

regulations, shall pay when due the assessments provided for, and shall comply with decisions of the Association's Boards of Directors.

b. The purposes for which the Association is organized will be set forth in its Articles of Incorporation and shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the operation, maintenance and repair of the entrance to the Subdivision (islands and landscaped areas) and all Open Space, as designated on the recorded subdivision plat, and the acceptance of the same for purposes of operation, maintenance and repair.

c. Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements against which each such assessment is made. This lien shall be enforceable against the lot by foreclosure or otherwise, provided however, the lien imposed hereunder shall be subordinate to the lien of any first mortgage or vendor's lien on the lot.

d. The initial assessment of the Association shall be no higher than \$100.00 per year per lot beginning January 1, 1997. After January 1, 1998, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors shall determine the amount of each assessment and fix the due date thereof. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. In the year a residence is sold and transferred by the Developer to the initial purchaser, the assessment for that lot will be prorated, with the proration to be calculated by determining the number of days of occupancy of the residence from the date of occupancy through December 31 of that year. This subparagraph should not be construed to restrict or prohibit the rights of the Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, rules or regulations.

27. Open Space: The areas designated as Open Space on the recorded subdivision plat are a major attraction and integral part of this Subdivision ("Open Space"). The Open Space will be maintained, repaired and operated by the Association.

28. Use of Open Space. The Open Space shall be used and enjoyed exclusively by the owners and their invitees, guests and tenants. Under no circumstances may any owner grant a continuing right or privilege to any person to occupy and/or enjoy all or any portion of a Open Space. No owner, invitee, guest or tenant shall conduct or participate in any activity within the Open Space that is inconsistent with the rules and regulations adopted by the Association. The provisions of this paragraph will be enforced as the other provisions herein.

29. Common areas, open space, private roads, islands in the right-of-way, and signature entrances 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. The Association can not amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

30. Anything to the contrary herein notwithstanding, the Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, 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.

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

32. Area Protected. The above restrictions, covenants and conditions shall apply only Craig's Creek Section 1, as shown on the recorded subdivision plat thereof of record in Plat and Subdivision Book 42, page 94, recorded in the Office of the Jefferson County Clerk, and any amendments thereto.

IN TESTIMONY WHEREOF, Developer, by and through its duly authorized officer, has caused this instrument to be executed on this the 10 day of Dec, 1996.

"DEVELOPER"

BARLOW HOMES, INC.,  
a Kentucky corporation

By: *James L. Barlow*  
Title: CEO

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing was subscribed, sworn to and acknowledged before me this 10 day of December 1996, by *James L. Barlow* as CEO of Barlow Homes, Inc., a Kentucky corporation, for and on behalf of said corporation.

MY COMMISSION EXPIRES:

*3/3/98*

*Angela B. Morrison*  
NOTARY PUBLIC, State of Kentucky at Large

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Recorded In Flat Book  
42 9/4

105574  
Document No: 1996165574  
Lodged By: CRAIGS CREEK  
Recorded On: Dec 11, 1996 10:11:39 A.M.  
Total Fees: \$20.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: CHERYL

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