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in 6650 x 972*

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

HARRODS LANDING TOWN HOMES
HARRODS LANDING SUBDIVISION

PLAT AND SUBDIVISION BOOK 41, Page 99
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARRODS LANDING SUBDIVISION, is made on August 30, 1995, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of 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.

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

BEING LOTS 1 through 16, inclusive, and LOTS 101 through 102, inclusive, as shown on the plat of Harrods Landing Subdivision, of record in Plat and Subdivision Book 41, Page 99, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed of Correction dated May 26, 1987, of record in Deed Book 5681, Page 213, correcting Deed dated January 30, 1987, of record in Deed Book 5652, Page 653, all in the Office of the Clerk of Jefferson County, Kentucky.

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(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. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

(2) Approval of Construction Plans.

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) 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.

(4) Use of Other Structures, Garages 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 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, temporarily or permanently.

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(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. No automobile which is inoperable 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 automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Harrods Landing Subdivision.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

(5) 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 occupied by the owner of such pet or shall be restrained by a leash.

(6) Mail and Paper Boxes; Hedges and Fences; Ornamental Garden Material; Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fence material to be of wood, masonry, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted

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provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

(g) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

(7) Clothes Lines.

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

(8) Business; Home Occupations.

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

(9) 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 Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and number as allowed by applicable zoning regulations.

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(10) Drainage.

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(11) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) 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 LG&E's termination points. Electrical 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 written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead 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 bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Harrods Landing Subdivision, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or underground

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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.

(12) 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. If trash is placed on lot, owner must remove within thirty (30) days.

(13) Drains.

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

(14) Insurance Required.

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Harrods Landing Town Homes Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

(15) Obligation to Reconstruct or Repair.

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 shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is

completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

(16) 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. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Harrods Landing Residents Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Harrods Landing Residents Association, Inc. 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) Enforcement.

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Harrods Landing Subdivision, by a property owners association or a maintenance association to be formed under paragraph (19) as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(18) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(19) Residents Association.

Developer has incorporated the Harrods Landing Town Home Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Harrods Landing Town Homes shall be a Class A member of the Harrods Landing Town Home Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws, rules and regulations, and shall pay

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the assessments provided for, when due , and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Harrods Landing Town Homes and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Harrods Landing Town Homes. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Harrods Landing Town Homes and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Harrods Landing Town Homes and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

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Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$79.50 per lot for 1995. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the

Assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Areas shall be exempt from the assessments and any charge and lien created hereby.

(20) Party Walls.

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(21) Maintenance of Private Roadways, Open Space and Signature Walls.

The Harrods Landing Town Home Residents Association, Inc. will maintain the common areas which shall include the open space, private roadways and

