

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DARLINGTON**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Darlington (hereinafter "Declaration") is made, imposed and declared as of this 21st day of September, 2006, by Richard E. Williams and Susan Gail Williams (hereinafter "Developer").

WITNESSETH, THAT:

The undersigned, being the Developer of all lots in Darlington, located in Jefferson County, Kentucky, As shown on plat of record in Plat and Subdivision Book _____, Page _____, in the Office of the Jefferson County Court Clerk, does hereby adopt the following restrictions and covenants, which restriction and covenants shall apply to all the lots in Darlington Estates as follows:

**ARTICLE I
RESTRICTIONS**

Section 1. Use Restriction. No lot shall be used except for private single family residential purposes. No structures shall be erected, placed, or altered or permitted to remain on any lot except a family dwelling designed for the occupancy of one family, not to exceed two and half stories in height and containing a private garage for the sole use of the owner and occupants of the lot.

Section 2. Approval of Plans; References to Developer.

- A. No structure may be constructed until the construction plans, building specifications, and a plan showing the (i) location of improvements on the lot; (ii) the type of exterior material (including delivery of a sample thereof) and (iii) the location and size of the driveway and approach (which shall be concrete or asphalt) have been approved in writing by Developer so as to assure compliance with the terms of these restrictions as they may be amended from time to time. Any structure once started must be completed within six (6) month.
- B. Any reference to "Developer" in these restrictions shall include any entity, person or association to whom the Developer may assign their rights and obligations. The Developer shall have the right to assign any of their rights, obligations, privileges or responsibilities under these restrictions as amended in its sole discretion to any entity, including the Subdivision Association, at any time. Reference "structure" in this paragraph shall include any residential structures, fe _____ nae (except for standard small television antennae) and microwave and other receivers and transmitters (including those currently called satellite dishes.)

Section 3. Building Materials; Roof. The exterior building material of all structures shall extend to ground level and shall be brick, stone, wood, vinyl or aluminum siding or Masonite. Regardless, any residence constructed shall be no less than fifty (50) percent brick or stone. The roof pitched shall be a minimum of 9/12.

Section 4. Accessory Buildings and Addition. As stated in these Restrictions, all residences constructed shall contain a minimum of two (2) car garages, which must be attached and made a part of the residence. There shall be no front entry garage doors on attached garages. A separate detached garage can be constructed on the lot. Any

detached garage built shall be constructed of the same or corresponding material as the residence. Separate garage location and design to be approved by Developer before construction begins.

Section 5. Setbacks. No Structure shall be located on any lot nearer to the front line and nearer to the side street than a minimum building setback line shown on the recorded plat.

Section 6. Minimum Floor Areas. The floor area of any residence erected on any lot, exclusive of porch and garage, and with or without basement shall be as follows:

- A. One floor plan residence shall be no less than 2,000 square feet on each floor;
- B. Floor of two (2) story residence shall have no less than 1,500 square feet on each floor;
- C. One and one-half and one and three quarter story residences shall have no less than 1,500 square feet on the main floor;
- D. Finished basement areas, garages and open porches are not included in computing floor areas.

Section 7. Nuisances. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Use of 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 during construction, which shall be removed when construction or development is completed, subject to zoning and other regulations;
- B. No trailer, basement, tent shack, garage or barn erected on a lot shall at any time be used as a residence, either temporarily or permanently or permitted;
- C. No trailer, truck, motorcycle, 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 inoperable vehicle shall be parked or kept on any lot (except in a garage). No vehicle shall continuously be parked on any street or public right of way in the subdivision for a period exceeding five (5) hours.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that horses, dogs cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

Section 10. Landscaping, Sidewalks, Driveways, Trees.

- A. After the construction of a residence, the lot owner shall grade and seed and/or sod the lot.
- B. Each lot owner shall have constructed a concrete or asphalt driveway within six (6) months of completion of occupancy of a single family dwelling, whichever occurs first.

Section 11. Fences and Walls, Swimming Pools, Antennae and Receivers/Transmitters.

- A. No fence or wall of any nature may be extended beyond the back wall of the residence. Should a lot front on two streets, it will be allowed to fence in the side yard providing said fencing does not go beyond the back of the residence. If chain link fencing is utilized, its height may not exceed four (4) feet. All fencing materials and placement must be approved by Developer in advance of construction.
- B. No above ground swimming pools shall be erected or placed on any lot from the date hereof unless Developer and/or its assignee approve the designs and placement in writing.

- C. 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 by Developer and/or its assignee in advance of construction.

Section 12. Duty to Maintain Lot. From and after the date of transfer or ownership of a lot, it shall be the duty of each lot owner to keep the grass on the property cut, to keep the lot free from weeds and trash and to keep the lot otherwise neat and attractive in appearance. Grass must be maintained so as not to exceed (6) inches in height. Should any owner fail to do so, the Developer and/or its assignee may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the shall, immediately upon demand, reimburse Developer and/or its assignee or other party for all expenses incurred in so doing together with allowable statutory interest.

Section 13. Duty to Repair and Rebuild.

- A. Each owner of a lot shall, at their sole cost and expense, repair his/her residence, keeping the same in condition comparable to the condition of such residence at the time of its ignition construction, excepting only normal wear and tear.
- B. If all or any portion of a residence is substantially damaged or destroyed by fire, or other casualty, then the owner shall with due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to casualty. In the alternative, the owner shall fully remove the damaged structure within three (3) months of the damage occurrence and level and seed the lot.

Section 14. Business Home Operations. No trade, business or profession of any kind shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1, new houses may be used by a builder thereof as model homes for display or for the builder's or Developer's offices if expressly agreed to in writing by Developer, subject to zoning regulations.

Section 15. Signs. No sign for advertising or for any other purposes shall be displayed on any lot or on a building or structure on any lot, except one (1) sign for advertising the same for sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number, and (iii) following the sale of a lot, place signs on such lot indication the name of the purchaser of that lot. This restriction shall prohibit place of occupant name signs and lot number as allowed applicable zoning regulations.

Section 16. Drainage. Drainage of each shall conform to the general plans and contour of the subdivision. Any driveway, which shall require a culvert, shall have one installed of no less than fifteen (15) inches to allow for proper drainage; and should any culvert or approach be affected the drainage of the adjoining property it shall be removed at the expense of the property owner.

Section 17. Disposal of Trash. No rubbish, trash or garbage may exist on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. Containers shall be stored in the rear yards of homes. Owners shall have any rubbish, trash or garbage removed at least once weekly. There shall be no burning of any rubbish, trash, garbage or leaves on the lot.

Section 18. Underground Utility Service. Each property owner's utility service shall be underground throughout the length of the service lines from 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 rights of ingress and egress over abutting lots or properties to install, operate and maintain utility service lines to termination points are hereby reserved. Utility service lines, as installed, shall determine the exact location of said easements.

The utility easements shown on the plat shall be maintained and preserved in their present condition as no encroachment therein shall be made by any person or lot owner without the express written consent of the utility company, their successors and/or assigns.

Section 19. Restrictions Run with Lane. These covenants 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 twenty (20) 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 in whole or in part.

Section 20. Enforcement. Enforcement of these restriction shall be by proceeding of law or in equity, brought by an owner of real property in Darlington, or by Developer and/or their assignees, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages.

Section 21. Invalidation and severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 22. Homeowner's Association

- A. There shall be established a Homeowner's Association, which shall be incorporated and shall be known as Darlington Homeowner's Association, INC. and each owner of a lot in the subdivision shall be a member of the association; and by acceptance of the deed for any lot agrees to accept membership and shall abide by the association's bylaws, rules and regulations; and shall pay the annual assessment provided for when due and shall comply with all the decisions of the association's Board of Directors;
- B. The purposes of the association shall be to promote the social welfare and serve the common good and general welfare of the members; and shall include unless such obligations are otherwise assumed by a municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, and open spaces or common areas, crosswalks, storm drains, basin, fences, street lights and entrances as may be shown on the plat of said subdivision; and exceptions of common areas for purposes or operations, maintenance and repair;
- C. Any assessments levied shall be used only for the purposes herein defined; and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendo n the lot and shall be enforceable against the lot owner;
- D. The initial assessment for each lot shall be the sum of \$100.00 per year, which will be due and payable on or before the 1st day of January of each year. As Developer sells lots, the maintenance fee shall be prorated for that year from the date of sale through the last date of the year;

- E. Upon the sale of fifty (50) percent of the lots shown on the recorded plat, Developer shall appoint a committee of three (3) who shall take charge of the association; and shall serve until the next annual meeting. The annual meeting shall be held on the first Monday in October of each year, beginning in the year 2006. The initial committee shall serve until their successors are elected at a homeowner's association meeting. The committee, which has been appointed by Developer, shall set the initial meeting of the homeowner's association and location of said meeting shall be mailed to each lot owner;
- F. Each lot owner shall be entitled to one (1) vote for each lot including Developer. Any Assessments set herein shall not apply to Developer unless the lot has been sold and repurchased by Developer;
- G. The assessment set herein shall be modified by a majority of the lot owners voting at any regular meeting of the association.

23. Developer reserves the right to grant easements for utility purposes over any lot in the development, providing grant of easement shall not interfere with the placement of any residence to be constructed or constructed on said lot.

24. Developer reserves the right to extend street to contiguous parcels of land; and this right to extend streets shall be construed and interpreted to permit Developer to extend a street through a platted lot. Developer further reserves the right to divide any lot so as to increase or decrease the size of any lot in the development.

25. Developer has the right to make any changes to these restriction until fifty (50) percent of the lots are sold.

26. The homeowner's Association shall be responsible for the maintenance of the buffer zone and the signature entrance.

ARTICLE II PROPOSED WOODLAND PROTECTION AREAS

The Woodland Protection Areas designated on the record plat for Darlington shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Deed of Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree (that is, one tree of the same diameter as the removed tree or multiple trees, each with a minimum caliper of one and three-quarter inches, together equaling the same diameter of the removed tree planted at intervals acceptable to the healthy growth of the particular species to be planted) and shrubs and under story vegetation shall be replaced using native species. These restrictions may be amended or released only with the prior approval of the Louisville Metro Planning Commission.

ARTICLE III PROPOSED TREE CANOPY PROTECTION AREAS

Tree Canopy Protection Areas (TCPAs) identified on this plat represent individual trees and/or portions of the site to meet the Tree Canopy requirements of Chapter 10 Part 1 of the Land Development Code and are to be

permanently protected. All clearing, grading and fill activity in these areas must be in keeping with restriction established at the time of plan approval. As trees within TCPAs are lost through natural causes, new trees shall be planted in order to maintain minimum tree canopy as specified on the approved development or preliminary subdivision plan.

WTNESS the signature of Developer as of this 21st day of September, 2006

Richard E. Williams

Susan Gail Williams

COMMONWEALTH OF KENTUCKY
COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged and sworn to by Richard E. Williams and Susan Gail Williams, parties thereto, to be their true act and deed.

WITNESS my hand this 21st day of September, 2006

Notary Public Kentucky State at Large
My commission expires: 10/06/07

This instrument prepared by:

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