

DECLARATIONS OF RESTRICTIONS  
FARMGATE MEADOWS, SECTIONS 1 through 5  
JEFFERSON COUNTY, KENTUCKY

Glaser Meadows Joint Venture (hereinafter referred to as Developer). is now the owner of the property described herein as Exhibit A which is to be developed under the name of Farmgate Meadows. Ovelia Johnson is the grantor of Developer in respect to Tract 2 as described In Exhibit A .

For valuable consideration, receipt of which is hereby acknowledged, Ovelia Johnson does hereby release the restrictions Imposed on said Tract 2 by deed dated September 28, 1979, of record in Deed Book 5122, Page 179, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and does hereby agree and consent to the restrictions Imposed herein.

NOW, THEREFORE, for the mutual benefit of present and future owners of the lots In Farmgate Meadows, Sections 1 through 5. as have been recorded or may be recorded. Developer hereby imposes the following restrictions upon the property described in Exhibit "A":

1. No subdivision road may be constructed immediately next to the lots reserved by Ovelia Johnson as set out by deed dated September 28, 1979, of record In Deed. Book 5122, Page 179. in the office of the Clerk aforesaid.

2. 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 lo exceed two and one-half stories In height and a private garage (attached or detached) for not more than three automobiles for the sole use of occupants of the lot.

3. (a) No building, fence, wall, structure or other Improvement (Including S. 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 drive-way (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. No garage or-other structure shall be erected on a lot until a house is built on such lot. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Developer may vary the established building lines. In its sole discretion, where not In conflict with applicable zoning regulations.

(b) The exterior building material of all structures shall be either brick, stone, frame, aluminum, vinyl siding, brick veneer or stone veneer or a combination of same, unless some other material shall be approved in writing by Developer or any person or association to whom it may assign the right. The exterior building material of any garage shall be similar to such material on the house which it services.

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

5. Unless otherwise approved In writing by Developer, or any person or association to wnom it may assign the right;

(a) The ground floor area of a one story house without an attached garage shall be a minimum of 1,100 square feet on (b)y The ground floor area of. a one story house with an attached single car garage shall be a minimum of 1,100 square feet, exclusive of the garage.

c) The ground floor area of a one story house with an attached two car garage shall be a minimum of 1, 100 square feet, exclusive of garage.

(d) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, exclusive of garage.

(e) The total floor area of a tri-level house shall be a minimum of 1,350 square feet, exclusive of garage.

(f) The ground floor area of a two story house shall be a minimum of 900 square feet, exclusive of garage.

(g) The total floor area of a bi-level house shall be a minimum of 1,400 square feet, exclusive of the garage and unfinished basement.

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

6. No resubdivision of a lot shall create a new lot containing less than 9,000 square feet.

7. The builder shall regrade all drainage ditches and roadway swales that have washed prior to the rough and finish grading of the lot. All grading shall be subject to the supervision and approval of Developer and shall conform to the construction plans that have been approved by the County Works Department, Metropolitan Sewer District, Health Department and Planning and Zoning Commission.

8. The builder shall insure that no track type equipment operates on the Streets while this equipment is in his employ.

9. The builder shall keep the street clean in front of its construction. During the course of construction, mud and dirt shall be cleaned from the tires of construction vehicles before they travel on the streets of this subdivision. Under no circumstances shall a motor vehicle cross a lot to reach construction on another lot. The builder shall make any repairs necessary should this occur.

10. Before commencing construction of a dwelling on any lot, the builder shall inspect the roadway and if any defect is found. Immediately notify Developer in writing of such defect. The builder shall be responsible for damages done to the roadway by tractors, trucks, etc. in his employ and shall make repairs within thirty (30) days after completion of the dwelling. The builder shall also insure that all cuts made by the utility companies in the roadway in front of the lot are properly repaired by said companies.

11. 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.

12. (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.

(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 on 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 hours in any one calendar year.

13. 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 maintained on a leash.

14. 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.

15. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then 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 Developer or other performing party for the expense incurred in so doing.

16. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and 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 the provisions hereof or of Section (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 three years from completion of the house.

17. 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 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 lot numbers as allowed by applicable zoning regulations.

18. 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.

19. Electric service lines serving each lot shall be underground through- out 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 by any person or lot owner without the express consent in writing of the Louisville Gas & Electric Company and South Central Bell Telephone Company or their successors.

20. 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.

21 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 years from the dale this document is recorded, after which time they shall be extended automatically tor successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots In Farmgate Meadows has been recorded within sixty (60) days of an anniversary date aforesaid, 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 lota-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.

22. Enforcement of these restrictions shall be by proceeding at law or In equity, brought by any owner of real property In Farmgate Meadows Subdivision, by the Association designated in paragraph (24) or by Developer, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

23. Invalidation of any one of these covenants by Judgment or court order shall In no wise affect any of the other provisions which shall remain In full force and effect.

24. (a) There is hereby created the FARMGATE MEADOWS RESIDENTS ASSOCIATION (the "Association"). Every owner of a lot In Farmgate Meadows 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 bylaws, rules and regulations, shall pay the assessment provided for, when due and shall comply with the decision of a majority vote of the Association's members.

(b) The objects and purposes of the Association shall be to promote the social welfare and serve the common good and general welfare of Its members, and may Include maintenance and repair of the streets, street lighting, sidewalks, cross- walks, "storm drains, basins and entrances as exist or as shown on the aforesaid plats.

(c) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association, 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 vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not Invalidate or extinguish the lien. Assessments may be levied only upon lots containing completed dwellings provided that the Developer or any non-occupant builder shall not be required to pay an assessment on any such lot owned by them.

(d) The first assessment hereunder shall be no higher than \$2.00 per month-per lot, beginning January I, 1981. Beginning January 1, 1982, and at any time thereafter, the Association, by a majority vote of it's/members, may Increase or decrease the amount of and fix the due date of each assessment.'

(e) The membership of the Association shall be classified as follows:

(i) Class A Membership shall consist of all members other than Developer; and

(ii) Class B Membership shall consist of Developer.

Each member shall have one vole in respect of each lot owned by such member, but Class A members shall not be entitled to exercise their right to vote until such time as In Developer's sole determination Developer owns less than twenty percent of all lots in Farmgate Meadows.

(f) The Association, by a majority vote of its members, may assign Its rights, duties and obligations to any municipal or other governmental authority which has assumed or assumes the maintenance and repair of streets, street lighting, sidewalks, crosswalks, storm drains, basins or entrances.

25. Nothing In this Declaration of Restrictions shall limit the right of the Association to amend from time to time their rules and regulations or bylaws.

IN TESTIMONY WHEREOF, witness the signature of GLASER MEADOWS JOINT VENTURE by their duly authorized officers this 2<sup>nd</sup> day of October, 1980 and my Ovelia Johnson

GLASER MEADOWS JOINT VENTURE

By: L. H. F. Service Corporation

By \_\_\_\_\_

By Glaser Development & Construction Co.

By \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid do hereby certify that the foregoing Instrument was this day acknowledged before me by Glaser Meadows Joint Venture by L.H.F. Service Corporation by \_\_\_\_\_ as \_\_\_President \_\_\_\_\_ and by Glaser Development & Construction Co. by \_\_\_\_\_ as \_\_\_\_\_ President \_\_\_\_\_, parties thereto, to be the act and deed of Glaser Meadows Joint Venture.

Witness my hand this 2<sup>nd</sup> day of October, 1980  
My commission expires \_\_\_Feb. 29, 1984 \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Jefferson County, Kentucky

State of Kentucky  
County of Jefferson

The foregoing instrument was acknowledged before me 2<sup>nd</sup> October, 1980 by Ovelia Johnson.

\_\_\_\_\_  
Notary Public, Jefferson County, Kentucky  
My commission expires \_\_\_9-22-84 \_\_\_\_\_