

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
PINE HILL PLACE  
PLAT AND SUBDIVISION BOOK 46, PAGE 26  
JEFFERSON COUNTY, KENTUCKY  
APPLE VALLEY PROPERTY OWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINE HILL PLACE, ("Declaration"), is made on 1-4-2000, by Durst & Moert Developers, Inc., A Kentucky Corporation , with principal office and place of business at 129 Evergreen Road, Louisville, KY 40243 (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, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, 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, tide or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE I - PROPERTY SUBJECT TO THIS  
DECLARATION; ADDITIONS**

Section 1. 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 THRU 43 inclusive, as shown on Plat of PINE HILL PLACE of record in Plat and Subdivision Book 46, Page 26 in the Office of the Clerk of Jefferson County, Kentucky.

BEING PART OF the same property acquired by Developer by Deed dated September 30, 1999, recorded in the office of the clerk of Jefferson County, Kentucky, in Deed Book 7115, Page 0917.

**ARTICLE II - USE RESTRICTIONS**

Section 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 containing a minimum two car attached garage for the sole use of the owner and occupants of the lot.

Section 2. 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.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds, field offices or sales 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, bam, 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 storage shed, outbuilding, shack, detached garage, or bam shall be permitted on any lot.

(d) No trailer, truck (over 1 ton), 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 automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. 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.

(e) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

Section 4. 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 the geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines: Fences and Walls: Tennis Courts: Swimming Pools; Antennae: Satellite Dishes: Basketball Goals.

(a) No outside cloths line shall be erected or placed on any lot.

(b) No fence of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. No wire or chain link type fence shall be erected or placed on any lot. No fence shall be erected or placed on any lot unless its design and placement are approved by Developer. Wooden privacy fences shall not exceed 6' in height. All fences must leave access allowing the Apple Valley Property Owners Association, Inc., to maintain the retention basin located at the rear of certain lots.

(c) No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl. This coated type fence cannot be used as a yard fence, only on the outside of a tennis court.

(d) All walls of decorative nature or structural retaining walls must be approved in writing by the developer.

(e) No above-ground swimming pools shall be erected or placed on any lot in PINE HILL PLACE. In-ground swimming pools design and placement must approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonable withheld.

(f) No antennae, except for standard small television antennae, shall be erected or placed on any lot unless its design and placement are approved by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonable withheld.

(g) Satellite dishes must be 18 inch in diameter or smaller. Placement of said dish must be in the rear of the home, not visible from the road. Design and placement must be approved by Developer.

(h) All basketballs goals must be located behind the building line or the portable type that must be housed in the garage or in the rear of the home when not in use. No basketball goal can be permanently installed in the right of way (between the sidewalk and the curb).

#### Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of lot until construction of a single family residence is started. Developer shall have the exclusive right to perform all maintenance on the lot, including but not limited to mowing. Each owner shall be assessed an annual fee payable in January at the rate of \$20.00 per month for the first two (2) years following the date the lot owner acquires title to a lot; thereafter. Developer may assess the lot owner at an amount Developer determines necessary to maintain the lot First year fee is to be prorated date of deed, and payable date of deed.

(b) From and after the date construction of a single family residence on a lot is started, it shall be the duty of each lot 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 may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

#### Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) 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 will substantially restore it to this apparent condition immediately prior to the casualty.

Section 8. Business: Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of the Article II, a new house may be used by a builder thereon as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 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 thereon which shall not be greater in area than nine 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 of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restrictions shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. 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.

Section 11. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

#### Section 12. Underground Utility Service.

(a) Each lot 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 tide 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 lot owner, together with right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E'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 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 open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easements.

In consideration of bringing service to the property subject to this Declaration, 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 PINE HILL PLACE shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminals 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.

(d) No easements other than those shown on the recorded plat shall be granted to others including roads, sewers, electric, telephone, cable etc.. without written approval from the Developer.

Section 13. Rules for Common Area. PINE HILL PLACE residents shall be members in the APPLE VALLEY PROPERTY OWNERS ASSOCIATION, INC. of Jefferson County. The "Residents Association" is authorized to adopt rules for the use of the PINE HILL PLACE common area and such rules shall be furnished in writing to the lot owners.

### ARTICLE III - ARCHITECTURAL CONTROL

#### Section 1. Approval of Construction Plans and Landscape & Tree Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (in) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be asphalt or concrete), and shall have been approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot. Each landscape plan for a lot

submitted to the Developer shall show that the lot has or will have a minimum of one tree (at least 2 1/2 inches in diameter) in the front yard of the lot and an additional decorative, flowering variety tree (at least 1 1/2 inches in diameter) also in the front yard and shall further obligate the lot owner to install (to the extent the same are not already located on the lot). No tree shall be removed from any lot without the prior written approval of Developer.

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the foregoing right of approval. References to structure in this paragraph shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae) and microwave and other receivers and transmitters (including those currently called satellite dishes).

Section 2. Building Materials: Roof: Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, vinyl or wood siding, or a combination of same. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every plane of 12 inches horizontal for structures with more than one story, and a plane of 7 inches vertical for every plane of 12 inches horizontal for one story.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The floor area of a one story house shall be a minimum of 1,250 square feet, exclusive of the garage.

(b) The entire floor area of a one and one-half story house shall be a minimum of 1,400 square feet, exclusive of the garage.

(c) The entire floor area of a split-level house shall be a minimum of 2,000 square feet, exclusive of the garage.

(d) The entire floor area of a two story house shall be a minimum of 1,600 square feet, exclusive of the garage.

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

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line than the minimum building setbacks lines shown on the recorded plat, except bay windows and

steps may project into such area, and open porches may project into such area not more than six feet. No structure shall be located on any lot nearer any side lot line or side street line than the minimum building setback lines required pursuant to applicable zoning regulations, which zoning regulation presently provide that no structure shall be located any nearer any such sidelines than the distance of six (6) feet on one side and twelve (12) feet on the other; except bay windows and steps may project into said areas. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 6. Garages: Carports.

(a) All lots shall have at least a two car garage and no detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on any lot in PINE HILL PLACE.

Section 7. Landscaping; Sidewalks: Driveways.

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front, street, and side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot within one year from the date construction of a residence on 80 of the lots in PINE HILL PLACE has begun, whether or not the lot owner has begun construction on that particular lot.

(c) Each lot owner shall concrete or asphalt the driveway on the lot within three months after completion of a single family dwellings; provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.

(e) Upon an owner's failure to comply with provisions of this SECTION 6, Developer may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on the lot and the improvements thereon to secure the repayment of such amounts. Such Hen may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 8. Mail and Paper Boxes; Hedges. 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 Developer.

ARTICLE IV - RESIDENTS ASSOCIATION

In order to provide for maintenance and repair of streets, storm drains and all public areas as shown on the aforementioned recorded plat of PINE HILL PLACE, the following

maintenance agreement shall be imposed upon the lots and the improvements thereon:

(a) It is hereby agreed that the owner of each lot shall have membership in Apple Valley Subdivision Property Owners Association, Inc. and shall have one vote for each lot owned. The owner or owners of each lot, subject to the terms of this Declaration of Restrictions, by the acceptance of a deed, agree to laws and by-laws and pay the assessments provided for when levied. Membership shall begin as when a lot becomes occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

(b) The Association is to be terminated and discharged in the event the purposes for which it is organized shall be assumed and taken over by the County, State, City or other governmental authority, and any money then on hand shall be refunded pro-rata to the members of the Association or expanded in a lump sum as a final act of the Association for any improvements or betterment of the streets, storm drains, or other public areas as may be directed by a majority of the then members of the Association.

(c) The powers and duties of the Association shall be to install, clean, maintain and repair paved areas, storm water drainage facilities and when in the exercise of its discretion it may deem them necessary and advisable to maintain grass, shrubs, trees and other improvements in streets, and other public areas to provide for public lighting, care of unimproved land, garbage collections and perform any other act which in the opinion of the Association may be of general benefit to the owners of the lots in PINE HILL PLACE.

(d) Each lot on which a residence has been erected shall be subject to an assessment by the Association at times and in amounts to be determined by the Association. Any and all assessments made in accordance with these provisions shall constitute a lien against real estate and improvements thereon, but such lien shall be subordinate in priority to the lien of any first mortgage, ad valorem taxes, and prior assessments for improvements, if any, on any property which is subject to such assessment. The lien of such assessment shall be enforceable against the real estate as other liens against real estate by foreclosure or may be collected as other claims for money due.

(e) In the event the owners of any lot who have paid assessments to the Association as provided herein convey said property, then any portion of the aforesaid assessments paid by the said owners shall remain with the Association to be used for the purpose as set forth herein.

(f) 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 Homeowners Association can not amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

(g) Maintenance Obligation. The Residents Association shall be responsible to see that all trees and vegetation in open space areas will be permanently preserved in a natural state. No clearing, grading, or other disturbing activity shall take place in these areas beyond supplemental landscape plantings or pruning to improve the general health of trees or to remove a public health and safety threat, unless a revised tree preservation plan is approved by the Department of Planning Development Services staff. If any tree or shrub is removed in the open space, the Residents Association shall be responsible to replace said removal within 30 days of discovering the removal. Replacement must equal the diameter in size of the tree removed. Shrubs and understory vegetation shall be replaced using native species. The Residents Association shall be responsible for the continued maintenance and preservation of trees and vegetation in the open space. Anything to the contrary herein notwithstanding, the APPLE VALLEY Resident's Association and the lot owners shall be responsible for the maintenance of all open space, private roads, and common areas, so long as PINE HILL PLACE Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

WITNESS the signature of Developer by its duly authorized officer on this 20th day of December, 1999.

BY: Durst & Moert Developers, Inc., A Kentucky Corporation,

By: Gordon L Moert \_\_\_\_\_

Title: President \_\_\_\_\_

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON )

The forgoing instrument was acknowledge before me on December 20, 1999, by Gordon L Moert as President of DURST & MOERT DEVELOPERS, INC., a Kentucky Corporation.

My Commission Expires: 12-12-02

Karen Spasher  
\_\_\_\_\_  
NOTARY PUBLIC

The foregoing instrument was prepared by:

\_\_\_\_\_

