

FOR

APPLE VALLEY SUBDIVISION, SECTION ONE

WHEREAS, ELVESSA DEVELOPMENT CORPORATION is the owner of all the lots located in APPLE VALLEY SUBDIVISION, SECTION 1, as shown on plat of same recorded in Plat and Subdivision Book 29, Page 9, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and

WHEREAS, by instrument dated December 4, 1972, recorded in Deed Book 4580, Page 1, said owner imposed restrictions on said lots, and

WHEREAS, said owner desires to amend said restrictions now this instrument

WITNESSETH, that in consideration of the premises, said owner hereby amends #4 of said Declaration of Restrictions recorded in Deed Book 4580, Page 1 to read as follows:

"The ground floor area of any one-floor plan dwelling, exclusive of open porches and garages, shall be not less than twelve hundred (1200) square feet; the ground floor area of any 1-1/2 story or tri-level dwelling, exclusive of open porches or garages, shall be not less than nine hundred (900) square feet; and the ground floor area of any two story dwelling, exclusive of open porches or garages, shall be not less than eight hundred (800) square feet."

All other restriction; shall remain as set out in Deed Book 4580, Page 1.

IN TESTIMONY WHEREOF, the undersigned has caused this Amended Declaration of Restrictions to be executed this 17th day of JANUARY, 1973.

THIS INSTRUMENT PREPARED BY
EWING L. HARDY JR., ATTORNEY
209 S. FIFTH STREET
LOUISVILLE KENTUCKY 40202

Ewing L. Hardy Jr.

STATE OF KENTUCKY) SCT.
COUNTY OF JEFFERSON)

ELVESSA DEVELOPMENT CORPORATION

Joseph M. Mathley
Joseph M. Mathley President

I hereby certify that on this 17th day of January, 1973, the foregoing Amended Declaration of Restrictions was acknowledged before me by Joseph M. Mathley, as President of ELVESSA DEVELOPMENT CORPORATION.

Ewing L. Hardy Jr.
Notary Public
State of Kentucky at Large

My commission expires 6/29/74

DECLARATION OF RESTRICTIONS

FOR

APPLE VALLEY SUBDIVISION

SECTION ONE

THIS DECLARATION OF RESTRICTIONS, made and executed by ELVESSA DEVELOPMENT CORPORATION, a Kentucky corporation, hereinafter called "Owner";

WITNESSETH: The Owner does hereby make and impose the following restrictions upon the following described property located in Jefferson County, Kentucky, to-wit:

All lots in APPLE VALLEY SUBDIVISION, SECTION ONE, as shown on plat of same recorded in Plat and Subdivision Book 29, Page 9, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.)

1.) No lot shall be used except for single-family residential purposes. No more than one (1) dwelling shall be placed or permitted to remain on any lot. Lots may be combined but no lot shall be subdivided into lots smaller than as shown on the recorded plat for the purpose of erecting any buildings thereon.

2.) No fences or hedges used as fences shall extend beyond the front building line of any interior lot or beyond the front or side building lines of any corner lot. No solid fences which prevent the free passage of air shall be more than five (5) feet in height.

3.) No buildings shall be erected on any lot nearer to the front line or nearer to the side street line than the minimal setback lines shown on the recorded plat, nor shall any building be erected nearer than five (5) feet to an interior lot line except that no side yards shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the building setback line.

4.) The ground floor area of any dwelling, exclusive of open porches and garages, shall not be less than one thousand, two hundred (1,200) square feet. Square footage shall be measured by the exterior dimensions of the outside main wall.

5.) Any garage shall be attached to the dwelling or constructed on the rear of the lot, and shall be constructed of material and design compatible with the dwelling.

6.) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become or may be an annoyance or nuisance to the neighborhood. No animals, live-stock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, or hunting dogs kept in enclosures.

7.) No vehicles shall be regularly or habitually parked on any street and every owner of a residence shall provide adequate facilities for off-street parking for all vehicles kept on the premises.

8.) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

In order to provide for maintenance and repair of streets, storm drains and all public areas shown on the aforementioned recorded plat of Apple Valley Subdivision, the following maintenance agreement shall be imposed upon the real estate and the improvements thereon:

(a) It is hereby agreed that there shall be created the Apple Valley Subdivision Property Owners Association (hereinafter called the "Association"). The owner of each lot shall have membership in the Association and shall have one vote for each lot owned. The Association shall come into existence as soon as Apple Valley Subdivision has been completely developed insofar as streets and public utilities are concerned and as soon as fifty-one (51%) percent of the lots have been sold by the present owners or their successors in title to others. The Association may or may not be incorporated, as the members thereof may determine. The owner or owners of each lot, subject to the terms of this Declaration of Restrictions, by the acceptance of a deed, agree to accept membership in the Association if such Association is formed and to abide by its formal laws and by-laws and pay the assessments provided for when levied.

(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 members of the Association or expended in a lump sum as the 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 Apple Valley Subdivision.

(d) Each lot on which a dwelling has been erected shall be subject to an improvement assessment to be paid by the owners of said lot to the Association at times and in amounts to be determined by the Association. During the first year of operation, the assessment shall not exceed Five (\$5.00) Dollars per year per lot, but said assessment may be altered by the written agreement of the owners of fifty-one (51%) percent of the lots to such amount as said owners may agree upon. 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 assessments 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 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 purposes as set forth herein.

9.) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of the then owners of the majority of the lots, it is agreed to change said covenants in whole or in part.

10.) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants herein contained, either to restrain such violation or to recover damages or other proper relief for such violation.

11.) Invalidity 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.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Restrictions to be executed this 4 day of December, 1972.

THIS INSTRUMENT PREPARED BY
EWING L. HARDY JR., ATTORNEY
209 S. FIFTH STREET
LOUISVILLE, KENTUCKY 40202

Ewing L. Hardy Jr.

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

ELVESSA DEVELOPMENT CORPORATION

By *Joseph M. Mathley*
Joseph M. Mathley President

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this day the foregoing Deed of Restrictions was produced to me in said County, and was acknowledged and delivered by Joseph M. Mathley, as President, to be the act and deed of Elvessa Development Corporation, a Kentucky corporation, party thereto.

WITNESS my hand this 4th day of December, 1972. My commission expires January 14, 1974.

AMERICAN TITLE CORPORATION

RECORDED

1972 DEC 12 AM 10 40

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INC. TAX
JAMES H. LAMAR J.C.C.

W. A. Caldwell Jr.

Charles B. Polk Jr.
Notary Public
State of Kentucky at Large