

DECLARATION OF RESTRICTIONS

FOR

APPLE VALLEY SUBDIVISION

SECTION 4

THIS DECLARATION OF RESTRICTIONS, made and executed by the PRESBOURG PARTNERSHIP CORPORATION, a Kentucky General Partnership, 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 4, as shown on plat of same recorded in Plat and Subdivision Book 38, Page 58, 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 one 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.) No dwelling shall be permitted on any lot of this plat unless same shall have total square footage of 1,800 square feet (exclusive of basement area). EXCEPT for a RANCH type construction which may have a minimum of 1,250 square feet with an attached two (2) car garage. The area of the garage shall not be computed in.

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determining whether the structure has a minimum of 1,250 square feet. A RANCH type dwelling may have a minimum of 1,450 square feet on the ground floor without an attached garage.

In complying with the minimum square footage requirements above set-out as a further restriction dwellings on lots in this plat shall also meet the following conditions:

CAPE COD dwellings (one story & one-half)-
1,000 sq. feet minimum on the ground floor.

(B) TWO STORY dwellings - A minimum of 1,000 sq. feet on the ground floor.

TRI-LEVEL - 1,400 sq. feet on the top two
(2) levels (above grade).

BI-LEVEL - 1,200 main floor area (no front
drive-in garages below grade).

5.) The exterior of any dwelling or structure built on all lots in this plat shall have exteriors which are a minimum of 70% brick or stone exclusive of window areas. Any deviation from this restriction must be obtained in writing from a principal of the Developer, Presbourg Partnership.

6.) 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.

7.) 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, livestock 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 purpose, or hunting dogs kept in enclosure.

8.) 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.

9.) 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 street, storm drains and all public areas as 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 the owner of each lot shall have membership in Apple Valley Subdivision Property Owners Association and shall have one vote for each lot owned. 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 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 Association or expended 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 Apple Valley Subdivision.

(d) Each lot on which a dwelling has been erected shall be subject to 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 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.

10.) 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 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.

11.) Enforcement shall be by proceedings at law or in equity against any person or person 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 violations.

12.) Invalidations of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

13.) These restrictions are intended to apply only to the property described herein and there is no intention that they apply to any future sections unless imposed by later instrument.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Restrictions to be executed this 10th day of Dec., 1990.

PRESBOURG PARTNERSHIP CORPORATION

BY:

J. Daniel Landrum
J. DANIEL LANDRUM, President
Arden Development Corporation
Partner

BY:

Robert L. Renfro
ROBERT L. RENFRO, President
Renfro Development Corporation
Partner

COMMONWEALTH OF KENTUCKY)
:SS
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid do hereby certify that the foregoing Declaration of Restrictions was produced to me in said State and County and was acknowledged before me and delivered and sworn to by PRESBOURG PARTNERSHIP, by

J. Daniel Landrum, President of Arden Development Corporation and Robert L. Renfro, President of Renfro Development Corporation, parties thereto to be their voluntary act and deed, on behalf of said Partnership.

Witness my hand and seal this 14th day of December, 1990.

My Commission Expires: 4-27-92.

Tina L. Maggari
Notary Public
Kentucky, State-at-Large

This Instrument Prepared By:

J. Daniel Landrum
J. DANIEL LANDRUM
Attorney at Law
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