

## 840.2 MAINTENANCE OF DOGS

SECTION ONE: It shall be unlawful for any person(s) to keep and/or maintain more than four dogs on his property at one time.

SECTION TWO: It shall be unlawful for any person(s) to raise dogs for sale within the city limits of said City of Moorland.

SECTION THREE: It is further ordained that anyone who violates the provision of Section One and Two of this ordinance shall be punished for such violation by a fine of not less than twenty-five (\$25) dollars nor more than one hundred (\$100) dollars for each offense. Each citation shall constitute a separate violation.

SECTION ONE: Ordinance No. 840.1, Section Three shall be amended as follows:

Dogs and Cats not in compliance with Sections One and Two of Ordinance No. 840.1 may be seized by the dog warden, marshal or his deputies and taken physically to the dog pound in Jefferson County, Kentucky. The owner of the dog or cat in violation shall be notified by the County dog pound and shall be cited in violation of Section One and Two of this ordinance by the City of Moorland.

SECTION ONE: All lots above described shall be used for residence purposes only.

SECTION TWO: The ground floor area of one-story house shall be a minimum of 100 square feet and the ground floor area of each one and one-half story house shall be a minimum of 850 square feet. Open porches and attached garages are not to be included in computing the floor area.

SECTION THREE: The plans and specifications for each house and garage or carport, and the type of exterior material, and the driveway entrance to the street, shall be approved in writing before the work is begun by the ~~party or the first part~~, or by any one that the ~~party of the first part~~ may authorize in writing.

SECTION FOUR: Lawn grades and house elevations and location of house are to be approved in the same manner as the plans and specifications under Section Three. Building set back lines on the recorded plat shall be observed as a minimum.

SECTION FIVE: Any fencing shall be of a hedge or ornamental open type, and shall not extend nearer to the front line of the lot than the front wall of the residence. The plans and specifications for any fences, additions, repairs and improvements are to be approved before work is begun the same as a house or garage under Section Three.

SECTION SIX: No noxious or offensive trade or activity shall be carried on upon any lot above described nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION SEVEN: No trailer, basement, tent, shack, garage or other outbuilding erected on any lot described above at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions herein.

SECTION EIGHT: No chickens, ducks, geese or other fowl, and no swine, cattle, goats, horses or other like animal or animals shall be kept on any lot. No animals are to be raised for commercial purposes on said property.

SECTION NINE: Right is reserved to cut the grass and the weeds on unimproved lots.

SECTION TEN: No more than one sign shall be permitted on any unimproved lots and the same shall not be larger than two (2) feet, except the present owner shall have the right to erect larger signs when advertising such property.

SECTION ELEVEN: A perpetual easement is reserved on each lot above described, as shown on plat of said subdivision, for the purposes marked on said plat..

SECTION TWELVE: All restrictive covenants set forth above shall have a continuing use with the land until January 1, 1980, and thereafter until such time as the owners of a majority of said lots may in writing, duly recorded, change, alter, amend or cancel said restrictions.

SECTION THIRTEEN: Any residence lot owner may enforce the restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants by judgment or court order shall in no <sup>wise</sup> affect any of the other provisions which shall remain in full force and effect.

SECTION FOURTEEN: If at any time there is no one authorized to make approvals under Section Three, Four, and Five of these restrictions, or at any time upon the request of the party of the first part, the owners of the lots in said subdivision shall elect a committee of not less than three of said lot owners to perform said function.

SECTION FIFTEEN:

(1) Beginning on January 1, 1956, and annually thereafter, the owner or owners of each lot in said subdivision shall pay an annual maintenance charge of \$9.00 per annum to be used to pay for the control, operation and maintenance of the streets and drainage facilities of said subdivision, and for the upkeep and maintenance of any street light that may be installed in said subdivision. This maintenance charge shall be deposited in a separate account in some state or Federal bank and any surplus in any year shall not be refunded, but held for said purposes. This maintenance charge shall continue until such time as the functions herein provided for shall be taken over by some governmental department or agency, at which time they shall cease.

(2) The owner or owners of each lot shall be personally obligated, by the acceptance of the deed attached to each such lot to pay such annual maintenance charge on said lot when due, and

(3) Said maintenance charges shall be paid to and collected by Homes, Inc. until the committee hereinafter provided for is formed, and thereafter said maintenance charges shall constitute three Trustees, who shall be elected by the owners of the lots in said subdivision from among their number, and in such elections there shall be one vote for each lot to be cast by the owner or owners of said lot. Trustees shall be elected for a term of four years, and shall hold office until their successors are elected. The lot owners may adopt bylaws for the management of the business of the Trustees. Vacancies may be filled by the remaining Trustees. Trustees, during their term, must be owner or one of owners of a lot in said subdivision.

(4) Funds from maintenance charges, to the extent necessary, may be expended by the said Homes, Inc., or said Trustees, as the case may be, for said purposes or any one or more of them, in their uncontrolled discretion or as hereinafter provided, and without any liability to any lot owner or owners or others for any expenditure or failure to expend, or the result thereof, except to account for the funds received. Expenditures to the extent of funds available shall be made for any of said purposes at the written request of a majority of the lot owners.

(5) Homes, Inc., may perform said functions only during such times as it continues to own any lot or lots in said subdivision. It may at its option at any prior time direct said lot owners to elect said committee and take over said functions. In event the lot owners fail to elect such committee within two weeks after notice, then Homes, Inc. may appoint such committee to perform said functions until such lot owners elect such committee, which appointed committee may be one person.