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BOBBIE HOLSCLOW

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE RESERVES AT LOVERS LANE**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVES AT LOVERS LANE** (hereinafter "Declaration") is made, imposed and declared as of May 7, 2024, by **SUPERIOR BUILDERS INC.**, a Kentucky corporation (hereinafter "Developer"), with address of P.O. Box 91483, Louisville, Kentucky 40291.

**WITNESSETH, THAT:**

**WHEREAS**, Developer owns certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision; and

**WHEREAS**, Developer desires to ensure the best use and improvement of each residential lot developed thereon to provide for the maintenance of various improvements and areas and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration;

**NOW, THEREFORE**, in accordance with the foregoing preambles, Developer hereby declares that the real property as hereafter described, and such additional real property as may hereafter be made subject to this Declaration pursuant to Article I below, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Declaration. The easements, restrictions, covenants and conditions shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns;

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Subject Property. The real property which is subject to this Declaration (the "Property", sometimes hereinafter referred to as the "Subdivision") is located in Jefferson County, Kentucky, and is more particularly described as follows:

**BEING** Lots 1 through 44 inclusive, and being LANDSCAPED BERM Lots 45 and 46, all as shown on the Record Plat of The Reserves at Lovers Lane of record in Plat and Subdivision Book 64, Pages 67 and 68, in the office of the Clerk of Jefferson County, Kentucky.

BEING the property acquired by Developer by Deed dated August 24, 2015, of record in Deed Book 10457, Page 548, in the Office of the Clerk of Jefferson County, Kentucky.

## ARTICLE II HOMEOWNERS ASSOCIATION

Section 1. Membership. Developer and all owners of lots within the Subdivision shall be members of The Reserves at Lovers Lane Homeowners Association, Inc. (hereinafter the "Association"). All members of the Association shall abide by the Association's rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with the decisions of the Association's governing body. The Association's Board of Directors shall be the governing body of the Association. Conveyance of a lot (except for a mortgage to a mortgagee) automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Section 2. Classes of Membership. The Association shall have two classes of voting membership.

A. Class A. Class A members shall be all lot owners, with the exception of the Developer.

B. Class B. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the earlier of the occurrence of any event specified in Subsection C below.

C. Each member shall have one vote for each lot owned, which vote may not be exercised until the earlier of the occurrence of any one of the following events:

1. Developer, in its sole discretion, so determines; or
2. Within ninety (90) days following the date when 100 percent of the lots, which may be developed on the Property, have been sold by Developer.

D. Upon conversion of Class B membership to Class A membership, Developer shall, if necessary, provide sufficient funds in the Association account so that no less than a three thousand dollar (\$3,000) balance in the account is available at the time the conversion occurs.

Section 3. Rights and Obligations of the Association – Common Areas. Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all "Common Areas", which means and includes open space, landscape berm areas, private roads (if any), street lights, common cluster mailboxes (which are located adjacent to Lot 26 of the Subdivision facing the right of way for Gordon Farm Trace, as shown on the referenced Record Plat For The Reserves At Lovers Lane), any islands in the right-of-way, and signature entrances located on Lots 45 and 46 of the Subdivision as shown on the referenced Record Plat For The Reserves At Lovers Lane, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. The foregoing sentence shall not be amended. Developer shall have the right to employ a manager to oversee and implement the Association's maintenance

obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include snow removal, if and to the extent not maintained by applicable governmental or quasi-governmental authorities.

Section 4. Rights and Obligations of the Association – Lot Services. In addition to the maintenance and other services provided by the Association for the Common Areas, the Association will also maintain certain yard portions of Lots and will provide certain other services for the benefit of the Lots (the “Lot Services”), as follows:

A Trash Removal. The Association will provide for one service provider to provide curbside trash removal on a weekly basis.

B. Irrigation Systems. All yards shall include an irrigation system installed by lot owner which shall receive routine maintenance by the Association. Replacement and major repairs, that are not required as a consequence of lot owner damage or negligence, shall be the responsibility of the Association as well. Any damage caused by lot owner negligence shall be charged to the lot owner as a special assessment. The lot owner is absolutely obligated to utilize the irrigation system on a regular on-going basis such as is necessary to maintain the yard in a green and healthy condition, and the Association shall be authorized to enter upon a lot owner's lot, and is hereby granted an easement in gross to assure that the system is operating in accordance with Association rules and regulations.

C. Grass, Trees, Shrubs and Landscaping. With respect to yards, the Association will provide regular lawn maintenance, including mowing grass and weed treatment on all lawns of all Lots (except any portion that is fenced without an unlocked gate as required by this Declaration or that is otherwise not reasonably accessible to the Association). The trees, shrubs and landscaping in the yard of every lot shall comply with Developer's or the Association's comprehensive plan for the Subdivision. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. Weeds and other unsightly vegetation on all lots not owned by the Developer shall be kept under control by the Association. A lot owner shall be entitled to plant his or her own trees and landscape, only to the extent the same is approved, in writing, in advance of planting, by the Association. The Association shall not be responsible for the maintenance of any additional landscaping except as agreed to in writing by the Association, and only on the condition such maintenance is paid for by the lot owner by special assessment. The Association will provide mulching once per year for portions of each Lot containing shrubbery and will perform weeding in areas containing shrubbery as determined from time to time by the Association; provided, the Association is not responsible for initial plantings of shrubbery or for replacing any shrubbery. Each Lot owner permits the Association to enter onto the Lot to provide the Lot Services. If any Lot owner has fenced part of the owner's Lot and locked any gate that fence, that owner shall provide a key to the Association to permit entry into fenced areas; failure to provide a key or other reasonable access shall absolve the Association from its responsibility to perform the Lot Services but will not reduce the amount of the assessments against the Lot.

Section 5. Developer Rights to Association. All rights reserved by Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article II, Section 2, and thereafter any reference to Developer shall be construed to mean the

Association.

### **ARTICLE III PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of pedestrian ingress and egress, in and to the "common areas" which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to the common open space and public utility easements, all maintained for the common use, enjoyment and mutual benefit of the lot owners as hereinabove stated. Developer releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

A. The right of the Association to suspend the voting rights of a lot owner for any period during which any assessment against his lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and

B. Common areas, open space, private roads, islands in the right-of-way, and signature entrances, if any, 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 Metro Planning Commission. The Association cannot amend this restriction without approval from the Louisville Metro Planning Commission. This restriction shall not apply to any public utility easements previously established. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article II, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the governing body of the Association.

Section 2. Association's Right of Entry. The authorized representative of the Association or its governing body shall be entitled to reasonable access to individual lots as may be required in connection with the preservation of property on an individual lot in the event of any emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part therefor, nor shall any person acquiring any interest in the Property have the right of judicial partition. This section does not prohibit the governing body of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

### **ARTICLE IV ASSESSMENTS**

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, by acceptance of a deed for the lot, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Association [i] regular assessments or

charges, and [ii] special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners until Class B membership is converted to Class A membership pursuant to Article II, Section 2B. When Class B membership in the Association is converted to Class A membership, Developer shall pay assessments to the Association for each lot Developer owns, if any, in the same manner and amount as every other lot owner pays assessments. The regular and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed in the Commonwealth of Kentucky. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

#### Section 2. Purpose of Assessments.

A. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and, in particular, for the acquisition, construction, management, improvement, care and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Areas, and for the provision of the Lot Services, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas.

B. Until Class B membership ceases and is converted to Class A membership pursuant to Article II, Section 2B, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

C. Developer may loan funds to the Association to pay any shortfall of the Association for any Association expense per this Declaration or the Bylaws, to be repaid by the Association to the Developer through normal monthly assessments or special assessments of the lot owners.

#### Section 3. Maximum Regular Assessment; Initial Fee.

A. The maximum regular assessment shall be Two Hundred Twenty Five Dollars (\$225.00) per month through December 31, 2024, payable in monthly, quarterly or annual installments beginning as provided in Section 6 below. The maximum assessment may not be increased in any one year by more than twenty five percent (25%) of the maximum assessment for the previous year without an affirmative vote of a majority of each class of members pursuant to the Association's rules and regulations.

B. The governing body of the Association may fix the assessment at an amount not in excess of the maximum. The governing body of the Association shall determine when the

assessments shall be paid.

C. At the time the first assessment is due, the Lot owner shall pay to the Association an additional initial fee of \$450.00.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Section 2 of Article II. The Association's governing body may, at its discretion, waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Regular Assessments; Due Dates. The regular assessments provided for herein shall begin as to any lot subject to the assessment on the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first regular assessment shall be prorated. The governing body of the Association shall determine the dates when assessments are due.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge as determined by the Association's governing body. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessment thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

## **ARTICLE V**

### **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 family (including any domestic servants living on the premises), not to exceed two and one-half stories in height in the front.

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. Restrictions on Structures. No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary character shall be permitted on any Lot, except for temporary tool sheds, field offices or sales offices used by Developer, or by a Builder (defined as the contractor constructing a residence on a lot) as Developer may permit by written consent in its sole discretion, which structure shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of receipt of written notice from Developer.

B. No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

#### C. Restrictions on Vehicles and Parking.

(i) No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage for any period in excess of two (2) days in any 365- day period (any portion of a day constitutes a day).

(ii) No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage, or any street in the Subdivision in excess of four (4) hours in any 24- hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" as defined as a vehicle meeting anyone of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

(iii) No vehicle, motorized or otherwise, including, but not limited to those set forth in (c) (i) and (ii) above, shall be parked on any street or public right-of-way in the Subdivision between the hours of 4:00 a.m. and 6:00 a.m., and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a garage.

(iv) On-street parking of any vehicle in the Subdivision shall be limited to only one side of any street or public right-of-way in the Subdivision so a full eighteen (18) feet of fire access roadway shall be maintained at all times.

(v) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Association, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a Lot except in a garage.

(vi) There shall be no habitation of any vehicle parked anywhere in the Subdivision.



Section 4. Animals.

A. 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 they are not kept, bred, or maintained for any commercial or breeding purposes. Any such pets shall be kept on the owner's lot or leashed when not on such lot. The design, location and size of all exterior shelters for such household pets shall be approved in writing by the Developer.

B. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any lot in the Subdivision (other than that lot of the owner or person in charge or control of such animal) or on any common area, street, sidewalk or right of way in the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of same in a sanitary manner.

Section 5. Clothes Lines; Awnings; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers; Transmitters.

A. No outside clotheslines shall be erected or placed on any lot.

B. No awnings or other similar exterior window coverings shall be installed on a residence without the prior written consent of the Developer.

C. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear or side wall of the residences. Fence materials, placement and dimensions are to be approved in writing, in advance of construction, by Developer at Developer's sole discretion. No wire or chain link type fence shall be erected or placed on any lot. All fences shall be maintained to preserve an attractive appearance from the exterior of each lot. As a "structure," no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by Developer pursuant to Article VI, Section 1.

D. No above ground swimming pools are allowed. In-ground swimming pools, hot tubs and spas may be permitted but only if design and placement thereof are approved in writing, in advance of construction, by Developer at Developer's sole discretion.

E. No antennae, masts, poles, microwave or any other similar type receivers or transmitters or any appurtenances thereof shall be erected or placed on any lot. Satellite dishes 18 inches or smaller are allowed only in the rear lot or back yard and only if they are not visible from the street.

F. All exterior play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of the Developer in its sole discretion, and all lot owners and residents of the Subdivision are advised to obtain the approval of Developer prior to the construction or placement of any such equipment on any lot. Sports goals of any kind shall only be of a portable type and shall be stored overnight in the garage.

Section 6. Duty to Maintain 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. Every residence shall have proper window coverings (no sheets or other material of a temporary nature) placed over windows within thirty (30) days of occupancy. Without the prior written approval of the Developer, no aluminum foil, tinted or reflector glass or other tinted or reflective material shall be installed or maintained on any window.

B. Each owner of a lot shall keep the lot and improvements thereon neat and attractive in appearance. Should any lot owner fail to do so, then Developer or the Association may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments provided in Article IV, Section 1 to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

C. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and other like endeavors) shall be conducted on any lot, except for "home occupations" as that term is strictly construed under the Land Development Code, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 8. 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 thereof, 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 Property, [ii] place signs on the lots designating the lot number of the lots, [iii] place both Realtor and builder signs advertising the sale of the initial residence constructed on a lot, [iv] following sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 9. Drainage. Drainage of each lot shall conform to and be maintained in accordance with the general drainage plans of Developer for the Property, including but not limited to all drainage swales. 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.

Section 10. Obligation to Construct Dwelling or Reconvey. Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, every lot owner shall commence in good faith the construction of a single family dwelling approved according to Article VI, Section 1, upon each lot conveyed. If construction does not commence within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for 100% of the purchase price, without interest, of said lot or lots hereunder sold by Developer, in

which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty. If Developer has not exercised this right to repurchase within three years from the date such right vests in Developer, the Developer's right to repurchase shall cease with respect to that particular lot.

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. This restriction shall not apply during the period of construction of a residence on the lot, provided such lot owner makes provisions to retain all rubbish, trash and garbage on that particular lot.

Section 14. Underground Utility Service.

A. Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground through the length of service line from the utility company's point of delivery to the customer's building; 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 property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company'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 the utility company or the telephone company.

B. Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all areas shown on the plat (including park, open and drainage space area) and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property, the utility company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 15. Signage, Landscaping and Fencing. The Association shall maintain in any easement signs and signature entrances, if any, identifying the Subdivision, any fencing constructed in any fencing easement on the Property and any landscaping and berms installed in the publicly dedicated rights-of-way within the Property and adjacent to the Property including street islands, as well as any landscaping provided in any sign and landscaping easements on the Property. The purpose of the sign easement and the landscape and fence easement is to construct and maintain such signage, landscaping and fencing for the Subdivision as may be determined by the Developer. Notwithstanding the foregoing, each lot owner shall be responsible for the cost of repairing any damage to fencing caused by such lot owner.

Section 16. Yard Sales. No yard sales or garage sales of any kind shall be conducted on any lot without the prior written consent of the Developer.

## ARTICLE VI ARCHITECTURAL AND LANDSCAPE CONTROL

### Section 1. Tree Canopy Protection Areas, Structures and Landscaping.

A. Tree Canopy Protection Areas. Tree Canopy Protection Areas (TCPA's) are individual trees and/or groupings of trees (trees may be existing or proposed) designated to meet the Tree Canopy requirements of Chapter 10 Part 1 of the Land development Code (LDC) and are to be permanently protected. There shall be no disturbance or removal of any trees in the TCPA's identified on the tree preservation/landscape plan on file in the offices of the Planning Commission. All clearing, grading and fill activity in these areas must be in keeping with restrictions established at the time of preliminary plan approval. No further clearing, grading, construction or other land disturbing activity shall take place beyond pruning to improve the general health of the tree or to remove dead or declining trees that may pose a public health and safety threat. As trees within TCPA's are lost through natural causes, new trees shall be planted in order to maintain a minimum tree canopy as specified on the approved preliminary subdivision plan.

B. No structure may be erected, placed or altered in any manner 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); [iii] the type of exterior material (including delivery of a sample of exterior material, if requested by Developer); and [iv] the location and size of the driveway (which shall be concrete or such other material as may be approved in writing by Developer) shall have been approved in writing by the Developer.

C. References to "Developer" shall include the entity, person or Association to whom Developer may assign the right of approval. When Developer no longer owns any lots in the Subdivision, this right of approval shall automatically be assigned to the Association, which may then likewise assign its right of approval to any architectural review board, committee, entity or person, as the Association may determine in its sole discretion. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

D. After any structure has been erected and the initial landscaping material installed, no alterations or additions that affect the external appearance of the structure or landscaping may be performed until the plans have been approved in writing by the Developer, the Association, or any designated review entity as the case may be.

### Section 2. Building Materials and Architectural Standards.

A. Except as provided in this Section 2.A, the exterior building material of residences and structures will be brick, stone, brick veneer, stone veneer, or a combination of those materials. However, Developer recognizes that the appearance of other exterior building materials (such as but not limited to fiber cement siding, vinyl or wood siding; stucco or stucco like materials; drivet, cedar, or the like) may be attractive and innovative and reserves the right to approve in writing the use of other

exterior building materials. The exterior building material of all residences and structures shall extend to ground level.

B. The primary roof pitch of any residential structure shall not be less than eight (8) inches vertical for every twelve (12) inches horizontal. Lower roof pitches may be approved in writing, in advance of construction, by Developer, the Association, or any designated review entity as the case may be.

C. Developer reserves the right, at Developer's sole discretion, to disapprove construction plans and/or to require modifications to such plans, based on building materials, roof pitches, elevations, etc.

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

A. All one-story houses shall have a minimum floor area of one thousand five hundred (1,500) square feet.

B. All one and one-half story houses shall have a total minimum floor area of one thousand seven hundred (1,700) square feet.

C. All two-story houses shall have a total minimum floor area of one thousand nine hundred (1,900) square feet.

D. All bi-level houses shall have a total minimum floor area of one thousand nine hundred (1,900) square feet.

E. Any other house shall have total minimum floor area of one thousand nine hundred (1,900) square feet.

F. Finished basement areas, garages and open porches are not included in computing floor areas; however, Developer may, at its option, include unfinished floor areas and above ground storage areas in computing minimum floor areas.

Section 4. Setbacks. 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, if permitted under applicable law and regulations, bay windows and steps may project into said areas, and open porches may project into said areas if permitted by Developer.

Section 5. Landscaping; Driveways and Sidewalks.

A. Within thirty days of final completion of the construction of a residence, the lot owner shall complete landscaping and grade and sod the front yard of each lot. Each lot shall be landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any lot. Within any areas denoted on the plat of the Subdivision as woodland protection areas or WPAS, all shall be preserved.

B. Each lot owner shall install a concrete driveway upon the earlier of one (1) month

of completion of the dwelling or occupancy.

C. Sidewalks, if applicable, shall be installed as set forth on the development plan and record plat of the Subdivision in accordance with the Louisville Metro Land Development Code. The lot owner shall be responsible for maintaining the sidewalks on the lot, if applicable, to the standard set by the association, cost of same to be paid by the lot owner.

D. Upon a lot owner's failure to comply with the provisions of this Section 5, Developer may take such action as necessary to comply 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 that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for regular and special assessments may be enforced.

Section 6. Mail and Paper Boxes. The United States Postal Service is requiring so-called "cluster mailboxes" in a common location. Accordingly, no mailboxes are allowed on any Lot. If mailboxes are permitted on separate Lots by the United States Postal Service, then the mailboxes shall be of a uniform size and style designated by Developer (or the Association after Developer assigns this approval right to the Association) and shall be installed and maintained at the Lot owner's expense. No other mail or paper boxes are permitted.

Section 7. Lighting. All porch lights placed on houses within the Subdivision shall be placed only at the front and rear doors of the houses. Any other lights on houses within the Subdivision shall be pointed downward.

## **ARTICLE VII GENERAL PROVISIONS**

### **Section 1. Enforcement.**

A. Violations. The Association may issue a fine of up to \$50 per day of violation (each day of a continuing violation being considered a separate violation) for any violation of these restrictions. In order to levy any fine under this provision, the Association must provide five (5) days written notice to the offending Lot owner. If the violation is not remedied or discontinued within the 5-day period following issuance of the notice, then fines may be levied from the issuance of the notice forward until the violation is remedied or discontinued.

B. Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Developer and/or the Association, or, in the absence of any such action, by any Lot owner (although Developer and/or the Association shall at all times have the superior right to bring and/or assume and control the course of, as applicable, any such proceeding) against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration *and/or* to recover damages. Failure of any Lot owner, Developer or the Association to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such Lot owner, Developer and/or the Association enforcing this Declaration shall be entitled to recover all costs and

expenses incurred in connection with such action from the defaulting party or parties, including, without limitation, court costs and reasonable attorneys' fees. Any award of damages received by Developer or the Association in connection with any such action and interest hereon until paid, and all costs and expenses incurred by Developer or the Association in connection therewith, shall constitute a lien upon the Lot, of equal priority to the lien for assessments provided for in Article 4, and any award of damages received by any Lot owner in connection with any such action shall accrue to the sole benefit of the Association.

C. Liens. All liens created and/or imposed against any Lot pursuant to the provisions of this Declaration, including the lien set forth in paragraph A above, may be enforced in accordance with the applicable provisions of Kentucky Law, including the judicial foreclosure thereof and sale of Lot encumbered thereby, with the Lot owner and any other persons responsible therefore remaining liable for any deficiency.

D. Owner Liability. Each Lot owner (other than Developer) shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sublessee and assignee of such Lot owner.

E. Waivers. Failure of any party to demand or insist upon observance of any of these restrictions or covenants, or to proceed for a restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With the Land; Amendment. 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 date this document is recorded, after which time they shall be extended automatically for successive periods of ten years so long as the real property subject to this Declaration remains a residential subdivision. Except for Article III, Section 1 B (ii) hereof, these restrictions may be cancelled, altered or amended at any time by a written instrument signed by the owners of the lots holding at least 75% of the votes in the Association and recorded in the Jefferson County Clerk's Office.

Section 4. Amendments to Rules and Regulations. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its rules and regulations.

Section 5. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successor and assigns in accordance with the Bylaws. This indemnification shall include without limitation, indemnification against all costs and expenses (including attorneys' fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Governing Body's Determination Binding. In the event of any dispute or

disagreement between any lot owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration or the Rules and Regulations, the determination thereof by the governing body of the Association shall be final and binding on each and all such owners.

WITNESS the signature of Developer by its duly authorized representative as of the date first set forth above but actually on the date set forth in the notarial certificate below.

SUPERIOR BUILDERS, INC.

By: 

Brian J. Wacker, President

COMMONWEALTH OF KENTUCKY )

) SS

COUNTY OF JEFFERSON )

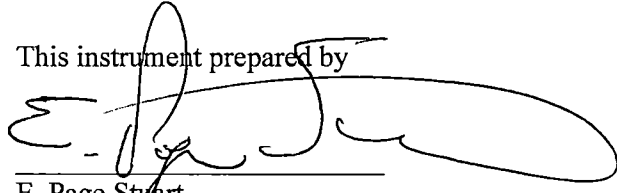
The foregoing instrument was acknowledged before me on May 2, 2024, by Brian J. Wacker, President of Superior Builders, Inc., a Kentucky corporation, on behalf of the corporation.

  
Notary Public

Commission expires: 1/22/2025

Notary ID: KYNP19153

This instrument prepared by

  
E. Page Stuart  
E.P.S. Law, PLLC  
906 Lily Creek Road, Suite 202  
Louisville, Kentucky 40243