

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CHISM TRAIL SUBDIVISION SECTION 1

PLAT AND SUBDIVISION BOOK 53, PAGE 76  
JEFFERSON COUNTY, KENTUCKY

This DECLARATION OF REGULATIONS, COVENANT, CONDITIONDS  
AND REGULATIONS FOR CHISM TRAIL SUBDIVISION is made on  
\_\_\_\_\_, 2010 by GREENE ACRES LLC, with principal office and place  
of business at 5427 Bardstown Road Suite 2 Louisville, Kentucky 40291.  
("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, 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, title or interest in it, their  
heirs, successors and assigns, and shall inure to the benefit of each owner.

**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 through 46 as shown on the plat of Chism  
Trail Subdivision, of record in plat and subdivision Book 53  
Page 76 in Office of the Clerk of Jefferson County,  
Kentucky.

BEING a part of the same property acquired by Developer by  
Deed dated \_\_\_\_\_ of record in Deed Book 7350 Page and  
Page 790 in the Office of the Clerk of Jefferson County,  
Kentucky.

**Additions to Existing Property.** Additional lands may become subject to  
this Declaration in any of the following manners:

(a) **Additions in Accordance with General Plan Development.**  
Developer intends to make this section containing 46 lots a part of a larger  
community being developed in accordance with current plans known as Chism  
Trail Subdivision. Developer reserves the right to restrict all of the properties  
according to the terms of this Declaration.

All additions shall be made by filing with the Clerk of Jefferson County Kentucky, a Supplementary Declaration of Covenants, Conditions, and restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different characters. If any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) **Other Additions.** Additional residential property and common area which are not presently a part of the general plan of development of Chism Trail maybe annexed by Developer.

### **Common Areas**

(a) The Homeowner Association shall be responsible for the maintenance of all Common Area and common open space, private roads, islands in the right-of-way, a signature entrance.

(b) Certain proportions of Lots and other areas within Chism Trail may have been designated Tree Canopy Protection Areas as shown either on the plat or on the preliminary subdivision plan on file with the Louisville Metro Planning Commission. All such Tree Canopy Protection Areas shall be permanently preserved in a natural state, and no clearing, grading, or other land disturbing activity shall occur in any Tree Canopy Protection Areas, except (a) there may occur supplemental landscape planting, pruning to improve the general health and safety and clearing of under brush to remove a public health or safety threat, and (b) there may occur clearing and grading for any public utilities. If any tree or shrub is removed in violation of this restriction, the person who removed it shall replace it within thirty (30) days. Each improperly removed tree shall be replaced by a tree with a diameter equal to that of the removed tree. Each improperly removed shrub shall be replaced with comparable native species. This restriction may be amended or released only with the prior written, recorded approval of the Louisville Metro Planning Commission. This restriction may be in forced by owners of lots in Chism Trail and by the Louisville Metro Planning Commission.

(c) Anything to the contrary here in not withstanding, the Homeowners Association shall be responsible for mosquito abatement on Open Space( Non buildable lots), including treating accumulation of water in which mosquito larvae breed or have the potential to breed shall be treated by the Homeowners Association with a mosquito larvacide approved by the Louisville Metro health Department. Laracides shall be administered in a accordance with the product's labeling. This requirement may be amended or released only with the prior written, recorded approval of the Louisville Metro Planning commission. This requirement may be enforced by owners of lots in Chism Trail and by Louisville Metro Planning Commission.

**(1) Primary Use Restrictions.**

No Lot shall be used except for private single family residential purposes. No structure shall be placed, erected or altered or permitted to remain on any lot except one single family dwelling designed for occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen. No exterior storage sheds will be permitted.

**(2) Approval of Construction Plans.**

No Building. Fence, wall structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (Including front, rear and side elevations) and locations of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be concrete) shall have been approved in writing by developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Garages and Driveways shall be located on the right side of each house, when viewed from the street. Other locations will be considered for a approval in writing by the Developer after consideration is given from the proper development of a particular lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses and the location of other garages and driveways on nearby lots.

**(3) Building Materials.**

The front exterior building material of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, developer recognizes that the appearance of other exterior building material (Such as wood siding or Vinyl) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials for dormers and cantilevers only.

**(4) Setbacks.**

No structures shall be located on any lot nearer to the front line or the side of the street line than front lot set back 30 feet. Side yards set back shall be 5 feet. The minimum building setback lines shown on the recorded plat shall be followed.

**(5) Minimum Floor Areas.**

(a) The ground floor area of a one story shall be minimum of 1600 square feet, exclusive of the garage.

(b) The total floor area on a one-half story shall be minimum of 1800 square feet, with the ground floor area a minimum of 1000 square feet, exclusive of the garage.

(c) The total floor area of a two story house shall be a minimum of 2000 square feet, with the ground floor are minimum of 1000 square feet, exclusive the garage.

(d) Finishes basement areas, garages and open porches are not included in computing floor area.

(e) Roof Pitch. The roof pitch of any residence shall be not less than a plane of seven (7) inches for every twelve (12) inches horizontal.

(f) Garages. All lots shall have, at least a 2 car garage. Unless deemed necessary by approved by Developer. All garages shall be attached to the residence and the location, construction, design and type of materials must be approved by Developer in the same manner as the approval required for any residential structure. No carports shall be allowed on any lot in Chism Trail.

(g) Developer reserves the right to alter or change the restrictions (5) : (a) through ( f) as long as Developer retain 50% ownership of Recorded lots.

**(6) 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.

**(7) Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is complete.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, or commercial vehicle, shall be parked or kept on any lot at anytime unless housed in a garage or basement. No automobiles which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty- four (24) Hours in any one calendar year. Any camper, trailer, camping vehicle or boat that is housed or located on any of the lots shall be either housed in a garage or basement.

(d) No automobile shall be continuously or habitually parked on any street or public right -of way in Chism Trail Subdivision.

#### **(8) 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 at household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All households pets including dogs and cats shall at all times be confined to the lot occupied by the owner of such pets.

#### **(9) Landscaping**

After construction of a residence, the lot owner shall grade and sod the lot. All finished grades must be accordance with construction plans approved by and on file with the Metro Department of Public Works.

#### **(10) Mail and Paper boxes: Hedge and Fences, swimming pools, & antennae.**

(a) Mail and Paper Boxes. In order to ensure uniform use and appearance in Chism Trail each lot owner is advised that Developer shall require a mailbox and paper holder be purchased, at the lots owners expense, from a specified third party vendor. No other mailbox or paper holders shall be permitted on any lot.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement planting are approved in writing be Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures will fencing be considered. Fence height, if approved may only be 48" maximum. Fence material to be wood, or possibly wrought iron, and landscaped. Only a proportion of a rear yard shall be fenced. No fence may be extended toward the front or street extends past the rear or side wall of house. Chain link fences will not be approved. The owner of the lot on which any

fence is constructed, whether the fence was constructed by Owner or Developer, shall be obligated to maintain such fence and keep such fence in neat appearance.

(c) No swimming pools, hot tubs, spas, or tennis courts shall be erected or placed on any lot unless its design and placement are approved in writing by Developer. Above ground pools shall not be allowed..

(d) Gazebos and any like structures, goals nets, skateboard ramps, sports equipment, swing sets, jungle gyms, or similar equipment may be placed on any lot, provided such structure or equipment does not extend beyond the rear or street side corner of the house.

(e) A standard small television or small ( 18 inches in Diameter dish antennae) may be located in the rear yard of the lot, provided it is not visible from the street. All other antennae, including the size and location, must be approved in writing by developer and may require to be adequately screened or buffered by shrubbery, trees, terrain, or a fence.

#### **(11) Address Stone**

An address stone is to be installed at front entrance to house and be visible from street.

#### **(12) Clothes Line**

No outside clothes lines shall be erected or placed on any lot.

#### **(13) Duty to maintain Property**

It shall be the duty of each owner to keep the grass on the property 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, the Developer, or any other person or association to whom it may assigned the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse developer or other performing party for the expenses incurred in so doing.

#### **(14) Business: Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy or similar endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section ( 1) hereof, a new house may be used by the builder thereof as a model home for

display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

**(15) Signs.**

No signs for advertising or for any 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 sign shall not be greater in area than 10 square feet except Developer shall have the right to erect larger signs when advertising the subdivision. The restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

**(16) Drainage.**

Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each homeowner shall ensure that grading of his lot shall comply with the drainage plans. If drainage is blocked or altered the homeowner shall correct problem at his own expense or Developer may correct problem and bill the homeowner for expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from LGE point of delivery to customer's building; and title to the service lines shall remain in the name of respective lot owner and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easement are hereby dedicated and reserved to each property owner, together with the right of egress and ingress over abutting lots of properties to install, operate and maintain electric service lines to 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 LGE and their respective successors and assigns.

(b) easement for overhead transmission and distribution feed lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, 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 easement.

( c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown in the recorded plat of Chism Trail shall include easements for the installation, operation and maintenance of cable television services to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary and appropriate equipment , as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

**(17) 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 no be kept except in sanitary containers. Such containers are to be placed in a manner and location so as not to be visible from the street. Lot owners shall bring trash containers to the curb on collection day and promptly return the containers to a non-visible location thereafter. In order to ensure that garbage is collected in a uniform and consistent manner, Developer shall have the right to designate a single waste collection company for Chism Trail.

If a lot owner fails to pay the fees charged by the approved sanitation company, the Developer may take such payment and assess the lot owner for such a charge. A lot owner's failure to repay the Developer within five (5) days after receipt of an invoice from Developer for such services, which may include reasonable collection fees and interest, shall be treated as non-payment of assessment and Developer shall have all rights and remedies afforded the Association.

**(18) Obligations to Construct or Recovery.**

Within twenty four (24) months after the date of conveyance of a lot without a dwelling thereon, if a lot owner has not begun in a good faith the construction of a single dwelling approved according to item no. (2) of this document, upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the Original purchase price in the deed of said lot or lots to Developer by deed of special warranty.

(a) Duty to Repair and Rebuild. 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.

If all or any proportion of a residence is damaged or destroyed by fire or other causality, then 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.

**(19) Restrictions Run With Land.**

Unless cancelled, altered or amended under 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 twenty (20) years from the date this document is recorded, after which time shall be extended automatically for successive periods of twenty years. These restrictions may be canceled altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Chism Trail Homeowners Association. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(20) Enforcement.**

Enforcement of these restrictions, excepting paragraph 20, shall be proceeding at law or in equity, brought by any owners of real property in Chism Trail Subdivision by a property owners association to be formed under paragraph 24, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(21) Invalidation.**

Invalidation of any one of these covenants by judgments or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(22) Fees for Subdivision Fund, Lien.**

Effective with the occupancy of a house on any lot, the homeowner will automatically be a member of Chism Trail Homeowners Association.

Every lot owner, except Developer, shall pay an annual fee on January 1, which the fee shall be \$200.00 per lot. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent. The Fee will be prorated at closing.

The Fund may only be used for purposes generally benefiting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or *leis pendens* as notice of a nonpayment of an assessment may be recorded, but failure to record shall not validate or extinguish the lien.

**(24) Homeowners Association.**

The homeowners Association of Chism Trail may or may not be incorporated, as the Developer thereof may determine. Each member of the Association agrees to abide by its formal laws and bylaws, and to pay assessments herein provided for when levied. Said assessments may be altered by a written ballot vote of fifty one (51) percent of the members of the Homeowners Association.

**(25) Sidewalks.**

Sidewalks required by construction plans approved by and on file with the Metro Department of works will be constructed on each lot by the lot owner before house construction is completed.

WITNESS the signature of Developer by its duly authorized officer on the  
20 day of SEPTEMBER, 2010.

Greene Acres LLC  
 Chism Trail Subdivision  
 A Kentucky Limited Liability  
 Corporation

By: *[Signature]*  
 Member

STATE OF KENTUCKY )

) SS

County OF JEFFERSON )

The foregoing instrument was acknowledged and signed before me this 20  
 day of SEPTEMBER, 2010, by Larry Clark; President of Red Bud Hill  
 Development Inc., a Kentucky Corporation, on behalf of the corporation and  
 member Greene Acres LLC, A Limited Liability Corporation.

My Commission expires: *July 12, 2012*  
*Gina Brooks*  
 Notary Public

THIS INSTRUMENT PREPARED BY:

*[Signature]*  
 Larry Clark  
 5427 Bardstown Road, Suite 2  
 Louisville, KY 40291

**Recorded In Plat Book**  
 No. 53 Page 76  
 Part No. \_\_\_\_\_

Document No.: DN2010127630  
 Lodged By: green acres llc  
 Recorded On: 09/20/2010 10:21:16  
 Total Fees: 37.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: CARHAR

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