

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SPRINGVIEW SUBDIVISION
SECTION 3C

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGVIEW SUBDIVISION, SECTION 3C, is made on February 2, 1996, by Springview Venture, a Kentucky joint venture winding up its affairs, Midland Development Company, Incorporated, a Kentucky corporation and Mareli Development Company, Inc., a Kentucky corporation, all with a principal office and place of business at 10809 Hollyview Court, Jeffersontown, Kentucky 40299 ("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 pursuant to Article I, 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.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS

1. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 338 through 409 inclusive, as shown on the Plat of SPRINGVIEW SUBDIVISION, Book 42, Page 34, in the Office of the Clerk of Jefferson County, Kentucky.

BEING PART of the same property acquired by Developer by Deed dated August 27, 1992 recorded in the Office of the County Clerk of Jefferson County, Kentucky, in Deed Book 6218, Page 40, and re-recorded in Deed Book 6303, Page 982.

2. The Owner and Developer shall be responsible for discharging the following responsibilities until the Homeowners Association assumes such responsibilities, as more fully set out below:

(A) The payment of the utility costs of the street lights providing lighting to each phase of the development.

(B) The maintenance of the "green space" of the development including but not confined to the entrance median, the retainage basin, public sidewalks and any other common areas. No common areas, open space, private roadways or islands in the right-of-way shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

(C) The administration of these restrictions as they relate to the ongoing aspect of living in a residence in Springview Subdivision, Section 3C.

(D) An assessment of sixty dollars (\$60.00) will be made by the Owner and Developer at the closing of each transfer from Springview Venture to each purchaser, to contribute towards the costs of administering these Restrictive Covenants. The Owner and Developer will assess each lot owner of record on April 1 of each year a reasonable amount, as determined by the Owner and Developer, necessary to meet the costs of administering and meeting the duties and obligations set out herein. Assessments made at closings taking place subsequent to April 1 of each year shall be reduced by one-twelfth (1/12th) on the first day of each month that passes. Non-payment of a fee by any lot owner of record shall entitle the Owner and Developer to file a lien on the particular lot in question, said lien bearing interest at the legal interest rate then prevailing. The lien shall remain in full force and effect for a period not to exceed fifteen years unless sooner paid.

(E) Any other responsibilities that the Owner and Developer deem necessary or appropriate to uphold these restrictions.

(F) The Homeowners Association has been formed. Owner and Developer will assign all rights and responsibilities thereunder to the Homeowners Association in accordance with the Articles of Incorporation. Thereafter the Homeowners Association shall stand in the stead of the Owner and Developer for all purposes and the Owner and Developer shall have no further liability, right or responsibility hereunder.

(G) Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all open space and common areas, so long as Springview Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

3. No building shall be constructed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height.

4. No building shall be constructed on any lot until the construction plans and specifications - including outside finish and a plan showing the location of the structure, have been approved in writing by the Owner and Developer as to quality of workmanship and materials, harmony of external design with existing structures, and also to location with respect to topography and finished grade elevation. No fence, hedge, row of trees, shrubs or wall shall be constructed on any lot nearer to any street than the closest frontal elevation of the residence constructed thereon; plans and specifications for any fence or wall are to be submitted to the Owner and Developer or its designee for approval prior to commencement of construction of said wall or fence. No chain-link fence will be permitted in Springview. Any addition or expansion must be approved by Owner and Developer or the Homeowners Association after the assignment set forth in paragraph 1(D) has occurred, before construction begins.

5. No single level dwelling shall have a floor area of less than 950 square feet.

6. An attached garage of the same construction as the dwelling will be a part of each dwelling initially constructed in the subdivision, with such garage being for no more than two (2) cars. No free-standing garage, outbuilding or shed shall be permitted.

7. As an express condition to the purchase of any lot in Springview Subdivision, the purchaser agrees to construct a pedestrian walk along each side of the building lot or lots in question that join a public street; said sidewalk being subject to the approval of the Owner and Developer.

8. No building shall be located on any lot nearer to the front or nearer to the side street line than the minimum setback line shown on the recorded plat. No building shall be located nearer than three feet to any interior lot line. No dwelling shall be located on any lot nearer than twelve feet to a rear lot line without prior written consent of Owner and Developer. For the purposes of this building line restriction, eaves, steps and fireplaces shall not be constructed as a part of a building.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. The electric and telephone services for each dwelling shall be carried through underground cables which meet the utility company specifications for underground services. No dwelling in the subdivision shall be served by overhead electrical or telephone power lines. Within the utility and

drainage easements, no structure, no planting or other material, shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any lot owner who interferes, changes, obstructs or retards the flow of surface or subsurface drainage within any designated drainage easement and thusly adversely affects the overall drainage in the area, shall be directly responsible for all damage incurred by said action. Also the lot owner in question shall be responsible for remedying the situation to the satisfaction of the Owner and Developer or his designee. The easement area of each lot shall be maintained by the owner of the lot, except maintenance for which a public authority or utility company is responsible to the extent the public authority or utility company is actually maintaining the easement area.

10. No septic tank shall be permitted on any lot.

11. No noxious or offensive activity or any commercial or industrial trade or business shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No violation of any applicable zoning restriction will be allowed in Springview Subdivision.

12. No structure of a temporary character, trailer, basement, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanent. A tool shack or shelter may however be maintained on a lot only during construction of a dwelling. Trash containers must be stored in the garage or behind house except on pick-up days.

13. No swimming pool, which extends above the ground, shall be placed or constructed on any lot. No swimming pool of any kind shall be constructed on any lot until the construction plans and specifications have been approved in writing by the Owner and Developer or the Homeowners Association, as the case may be.

14. Lot owners shall maintain a lawn which shall be regularly mowed and free of weeds. Any lot owner, who is constructing a dwelling shall sod the front yard of the new constructed dwelling as soon as progress of the construction permits.

15. Each driveway, patio, porch and walk shall be exposed aggregate concrete with the apron between property line and the street meeting all the requirements of applicable governmental land use regulations.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other

household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no instance shall any lot owner have more than five pets residing on a lot in Springview.

17. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

18. No car, truck, trailer, camper, van, wagon, motor vehicle or boat, or similar item, shall be regularly, or with unreasonable frequency or duration, parked overnight in the development.

19. Recreational vehicles, including but not limited to, boats, vans, buses and trailers, shall not be parked on any street. No such recreational vehicles may be parked or kept on a vacant lot. No commercial vehicle shall be parked overnight in the development.

20. No satellite dish shall be constructed, installed or used in Springview Subdivision.

21. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales, without the consent of the Owner and Developer, or the Homeowners Association, as the case may be.

22. The Owner and Developer's approval or disapproval, as required by these covenants, shall be in writing. Plans presented to the Owner and Developer for approval shall be drawn to scale.

23. Owner and Developer will specify a design for the mail/newspaper box that is to be used in Springview Subdivision by each lot owner. It will be the responsibility of each lot owner to maintain his/her respective mail/newspaper box and keep its appearance acceptable to the Owner and Developer. Owner and Developer expressly retain the right to repair any mail/newspaper box and to collect the cost of said repair work in the form of an additional assessment under the provisions of paragraph 1(D) above.

24. Violations of any of the restrictions shall give the Owner and Developer, or its designee, the right to enter on the property when such violations exist, and to abate summarily at the expense of the lot owner, anything or any condition that may exist there in violation of these restrictions, and the Owner and Developer, or its designee, shall not thereby be deemed guilty of trespass for such entry and abatement. It shall also be lawful

for the Owner and Developer, its designee or any lot owner to prosecute any proceedings for violation or an attempt to violate any provision hereof, whether for damages, injunctive relief and/or criminal penalties.

25. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded. At the end of said thirty-year period, these covenants shall be automatically extended for successive periods of ten years unless an instrument agreeing to change the covenants, in whole or in part, has been signed by a majority of the then lot owners. Owner and Developer expressly reserves the right to amend, add to, waive or alter these restrictions until the assignment to the Homeowners Association as provided for in the Articles of Incorporation with the exception of Paragraph 1(B) and Paragraph 24 of this document.

26. Invalidation of any restriction or any portion thereof shall in no way effect any or the other provisions which shall remain in force and effect.

27. No basketball goal will be erected on any lot closer to the right-of-way than the rear wall of the house that sits on any lot.

28. No outdoor clotheslines, temporary or permanent, shall be permitted.

SPRINGVIEW VENTURE,
a Kentucky joint venture
winding up its affairs

By: C. Hunt Garner

C. Hunt Garner,
Authorized Agent

MIDLAND DEVELOPMENT
COMPANY, INCORPORATED

By: C. Hunt Garner

C. Hunt Garner,
President

MARELI DEVELOPMENT COMPANY,
INC.

By: C. Hunt Garner

C. Hunt Garner,
Vice-President

STATE OF KENTUCKY)
) ss
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by C. Hunt Garner, as authorized agent on behalf of Springview Venture, a Kentucky joint venture, winding up its affairs, as its free act and deed this 2nd day of February, 1996.

My commission expires: 7/2/98.

Janet M. Ballard
 NOTARY PUBLIC, KY. AT LARGE

STATE OF KENTUCKY)
) ss
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by C. Hunt Garner, as President of Midland Development Company, Incorporated, as its free act and deed this 2nd day of February, 1996.

My commission expires: 7/2/98.

Janet M. Ballard
 NOTARY PUBLIC, KY. AT LARGE

STATE OF KENTUCKY)
) ss
 COUNTY OF JEFFERSON)


The foregoing instrument was acknowledged before me by C. Hunt Garner, as Vice-President of Mareli Development Company, Inc., as its free act and deed this 2nd day of February, 1996.

My commission expires: 7/2/96.

Janet M. Ballard
 NOTARY PUBLIC, KY. AT LARGE

This Instrument Prepared By:

BOOK 6695 PAGE 887


F. LARKIN FORE
MULLOY, WALZ, WETTERER,
FORE & SCHWARTZ
First Trust Centre
Suite 700 North
200 South Fifth Street
Louisville, Kentucky 40202
(502) 589-5250

42 34

14141

Document No: 1996014141
Lodged By: mail
Recorded On: Feb 02, 1996 11:35:04 A.M.
Total Fees: \$22.00
Transfer Tax: \$0.00
County Clerk: Rebecca Jackson
Deputy Clerk: STACIE

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