

DECLARATION OF RESTRICTIONS

AFFECTING

ORCHARD GRASS HILLS SUBDIVISION
Sections 1 & 2

WITNESSETH:--That WHEREAS, JACK L. FARLEY CONSTR. CO. INC., a Corporation, is the owner of the following described property in Oldham County, Kentucky, viz:

A tract of land subdivided into a subdivision and known as ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2, plats of which are recorded in Plat Book 2, Pages 51 & 52, in the Oldham County Clerk's Office, Oldham County, Kentucky.

WHEREAS, the hereinabove named corporation is the owner of property, as shown on plat of ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2, referred to on said plat as "open space."

NOW, THEREFORE, JACK L. FARLEY CONSTR. CO. INC., does hereby impose upon said property hereinabove described, and makes same subject to the following restrictions:

1. No building shall be erected, placed or altered on any building lot in this subdivision until building plans, specifications and plot plans showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in the location of the building with respect to topography and finished ground elevation by JACK L. FARLEY CONSTR. CO. INC., and the right is hereby reserved by JACK L. FARLEY CONSTR. CO., INC. to transfer and assign this right to approve plans and specifications as hereinafter set forth to a neighborhood committee consisting of lot owners in said subdivision.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No fence or wall shall be erected placed or altered on any lot nearer to any street than the minimum building setback line unless approved by JACK L. FARLEY CONSTR. CO., INC. and the right is hereby reserved by JACK L. FARLEY CONSTR. CO. INC. to transfer and assign this right to a neighborhood committee consisting of lot-owners in said subdivision.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

4. No noxious or offensive trade or activity shall be carried on upon the property herein, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

5. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be no less than 750 square feet. For one and one-half story structures and two-story, exclusive of open porches and garages, shall be not less than 400 square feet on the first floor.

6. The exterior building material of all structures to be erected shall be either brick, frame, stone or a combination of same.

7. No trailer, basement, tent, shack, garage or barn erected on a lot shall at any time be used as a residence temporarily or permanently. No trailer shall be parked on any lot at any time.

8. No fence of any nature may be extended toward the front property line beyond the front wall of the residence; any fence used must be of ornamental wire or wood type, but shall not be solid or closed construction.

9. Easements for installation and maintenance of utilities and facilities are reserved as shown on the recorded plan.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purpose.

11. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them perpetually.

12. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. Invalidity of any one of these covenants by judgment or court order shall be in no way effective on any of the provisions which shall remain in full force and effect.

14. The developers reserve the right to keep lots mowed and in presentable condition at the owner's expense.

15. There is hereby created the ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2, property owners association (hereinafter called "association") and the owner of each dwelling or the owner of each unimproved lot, as the case may be, shall have one membership in said association, and said association shall come into existence as soon as ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2, which is to be recorded in the Oldham County Clerk's Office, Oldham County, Kentucky, has been completely developed, insofar as streets, sidewalks, and public utilities are concerned and as soon as 90% of the lots in said subdivision have been sold by JACK L. FARLEY CONSTR. CO. INC. or the successors in title to others.

a. The Association may or may not be incorporated as the members thereof may determine; the owner of each lot and/or dwelling subject to the terms of this Declaration of Restrictions by the acceptance of a deed, agrees to accept a membership in the Association if such Association is formed, and to abide by its formal laws and by-laws, and to pay the assessment hereinafter provided for when levied.

b. The streets, cross-walks, storm drains, as shown or otherwise designated on the aforesaid plat of ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2, and as shown on the construction plans therefor which are on file in the office of the Oldham County Planning Commission, are hereby dedicated for public use and the Association shall accept the same for operation, maintenance and repair (and said Association shall accept the "open space" for purposes of operation, maintenance and repair and in accordance with all provisions contained herein, the "open space" is reserved for all use and benefit of the owners of the lots in ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2.

c. The powers and duties of the Association shall be to install, clean, maintain and repair paved areas, storm water drainage facilities and when in the exercise of its discretion it may deem it necessary or advisable to maintain grass, shrubs, trees, and other improvements in streets and provided a garbage collection and disposal system for the residents of the Subdivision and provided for public lighting, care for unimproved land, and to be of general benefit to the owners of the lots in the Subdivision.

d. Each lot and/or dwelling owner shall be subject to any improvement and maintenance assessment to be paid by the lot and/or dwelling owners, to the Association at times and in amounts to be determined by the Association. During the first year of operation, the assessment shall not exceed \$10.00 per lot, per year, but said assessment may be altered by a written ballot vote of fifty-one percent of the owners or dwellings and/or lots in ORCHARD GRASS HILLS SUBDIVISION, Sections 1 & 2.

e. Any and all assessments made in accordance with these provisions, shall constitute a lien against the real estate and improvements thereon, if any, but such lien shall be subordinate in priority to the lien of any first mortgage or vendor's lien of ad-valorem taxes on any property which is subject to such assessment. The lien of such assessment shall be enforceable against the real estate as other liens against real estate by foreclosures or may be collected as other claims for money due.

IN TESTIMONY WHERE, witness the signatures of the party hereto, JACK L. FARLEY CONSTR. CO. INC., a corporation, by its proper officer, duly authorized thereto, this 18th day of February, 1972.

JACK L. FARLEY CONSTR. CO. INC.

s/ Jack L. Farley, President