

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION II

PLAT AND SUBDIVISION BOOK 37, PAGE 48
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section II), is made on March 14, 1990, by HPH, Inc., with principal office and place of business at 9420 Bunsen Parkway, Suite 200, Louisville, Kentucky 40220 ("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 246 through 345, inclusive, as shown on the plat of Glenmary Subdivision, of record in Plat and Subdivision Book 37, Page 48, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, 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 a General Plan of Development. Developer intends to make this section containing 100 lots a part of a larger community being developed in accordance with current plans and known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of 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 character, 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 Glenmary may be annexed to Glenmary by Developer.

(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 single family dwelling designed for the 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. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption.

(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 location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or 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 approval in writing by the Developer after

consideration is given for 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 exterior building materials 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 materials (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.

(4) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than front lot set back of 30 feet. Side yards total for both eighteen (18) feet with a minimum of six (6) feet. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches are not included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a lot shall not face any lot line adjoining a street unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any lot in Glenmary subdivision.

(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 completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile 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.

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

(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 as 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 household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

(9) Landscaping.

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grades must be in accordance with construction plans approved by and on file with the Jefferson County Department of Works.

(10) Tree Requirement.

Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum diameter of

three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an owner's failure to comply with this paragraph, or paragraph (9), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(11) Mail and Paper Boxes, Hedges and Fences, Swimming Pools, Antennas.

(a) A mailbox and paper holder selected by the Developer will be placed at lot owner's expense.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by 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 of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(12) Clothes Lines.

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 lot properly 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, then Developer, or any person or association to whom it may assign 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 expense incurred in so doing.

(14) Business Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and the like 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 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 sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This 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 home owner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner 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 Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in 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 service lines to LG&E'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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission and distribution feeder 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.

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

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service 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 or 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 or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

(18) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(19) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), 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 hereunder, in which event the lot owner shall immediately reconvey and deliver possession 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 portion of a residence is damaged or destroyed by fire, or other casualty, 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.

(20) Restrictions Run With Land.

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 (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(21) Enforcement.

Enforcement of these restrictions, excepting paragraph 19, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association to be formed under paragraph (23), 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.

(22) Invalidation.

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

(23) Fee for Subdivision Fund: Lien.

Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1989. 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 Fund may only be used for purposes generally benefitting 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 lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(24) **HOMEOWNERS ASSOCIATION.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers for the Association, and the duties for which they are responsible.

(25) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the lot owner before house construction is completed.

(26) Developer reserves the right to utilize lot _____ as a possible future passageway (road) to adjacent property.

(27) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(28) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(29) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that

recreation activities will be conducted as permitted by the By-Laws of the Club.

(30) All owners of lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from lot to golf course land. Removal or clean up of the above-referenced items shall be at lot owner's expense.

(31) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting lot owner. Fences will be maintained and painted by the lot owner.

(32) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development.

(33) Maintenance of Recreation Space.

HFH, Inc. will retain ownership of the recreation space and will be responsible for maintaining the recreation space which is an integral part of the subdivision community and development.

WITNESS the signature of Developer by its duly authorized officer on this 14th day of March, 1990.

HFH, INC. - Glenmary Subdivision
a Kentucky Corporation

By: William T. Gorton
President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me this ~~14th~~ day of March, 1990, by William T. Hinton, President of HFH, Inc., Glenmary Subdivision, a Kentucky Corporation, on behalf of the corporation.

My commission expires: March 18, 1990
Shawn A. Logan
NOTARY PUBLIC, State-at-Large

THIS INSTRUMENT PREPARED BY:
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