

RESTRICTIONS OF SPRINGMEADOW PATIO HOMES

The undersigned, **COUNTRYSIDE ENTERPRISES, INC.**, a Kentucky Corporation, does this 28th day of November, 2005, adopt the following Restrictions and Covenants for Spring Meadow Patio Homes, 4869 Brownsboro Center, Louisville, Kentucky 40207.

WITNESSETH: The undersigned being the owner of all lots and parcels of Spring Meadow Patio Homes, Section 5 situated in Bullitt County, Kentucky as shown by plat recorded in **Plat Cabinet 3, Slide 38** does hereby adopt the following Restrictions and Covenants, which Restrictions and Covenants shall apply to all lots as follows:

1. No lot shall be used for any purpose other than as a town house / patio home residence, either owner occupied or as rental property. All rental property must be approved in writing by developer or its designated successor. Said approval shall not be unreasonably withheld.
2. No improvements shall be erected, altered, added to, placed or permitted to remain on any lot or parcel other than a townhouse family residence with a private garage. Construction of any improvements upon any lot, whether original erection, alteration or addition thereto, shall not begin until the building plans, showing the design, materials, specifications, the quality and type of workmanship, exterior color and grade elevation and drainage plans have been approved in writing by developer. A plot plan showing the location of improvements, including driveways and grade elevations and drainage plans with respect to existing units within must be approved in writing by the developer at its sole discretion. The developer may require changes, additions and alterations thereto as it deems beneficial for the overall development plan. The developer's approval or disapproval of the matters referred to in the immediately preceding sentence shall be given in writing to the owners of the lot in question within thirty (30) days after all plans, specifications and related materials for improvements proposed have been submitted to the developer. Said approval shall not be unreasonably withheld.
3. All residences and garages and other buildings shall have exterior construction only of brick, brick veneer, stone or stone veneer. Wood, aluminum siding, and vinyl siding shall not exceed 20% of total exterior content. Other materials may be used in combination with the foregoing on the exterior, provided its use and architectural specifications and design thereof, shall have first been approved by the developer in writing at its sole discretion.
4. All residential buildings must be a minimum of 80 percent brick or stone. All buildings must be bricked or stoned to finish grade.
5. No residence upon any lot shall be more than two (2) stories above ground at the front of the residence.
6. The ground floor (meaning the first floor totally above ground level in the front of the residence) and total square footage of each residence on any lot, exclusive of porches and garages, shall not be less than the following for each respective type of residence listed below:
 - a) 900 square feet on the ground floor for a one-story residence, per unit.
 - b) 1,100 square feet on the ground floor for a one and one-half (1 ½) story residence, per unit.
 - c) 600 square feet on the ground floor for a two-story residence, per unit.

- d) Special plans with attached rear porches or patio enclosures may be approved by the Developer.
 - e) The term "Story" means those stories totally above ground level.
 - f) All lots within a Parcel shall have units constructed on each, simultaneously.
7. No residence or private garage shall be located on any lot closer to the side building set-back lines than as shown on the recorded plat.
 8. A landscaping plan must be submitted and approved in writing by the Developer for each parcel before construction begins.
 9. Easements for installation and maintenance of utilities and drainage facilities are reserved on the plat of the real property of record. No structure shall be placed or erected upon such easements or which may obstruct or retard the flow of surface water through drainage channels or areas. The Owner of each parcel shall be liable for all damage he/she causes or that is caused by his/her agent to the sewer line and system in connecting his/her lot thereto. No storm water may be drained into the sanitary sewers.
 10. No parcel owner or renter of a lot shall permit any drainage ditch or culvert located upon his/her lot, to become filled in, obstructed or damaged in any way which will prevent the flow and drainage of surface water. No parcel owner or renter shall change or allow to be changed on his/her lot the slope or grade which would or might create drainage or erosion problems.
 11. All driveways shall be concrete.
 12. All garages attached to the residence shall be enclosed and shall have approved garage doors.
 13. No building or structure of any temporary character, trailer, tent, shack, barn or other out-building shall be permitted on any lot, except builders construction trailers during initial construction only. No commercial vehicle, school bus, trailer, or boat shall be parked on any lot at any time. No parking of any type of vehicle, trailer or boat may be parked on the street, except for loading and unloading only, which has a two hour limit. No lots shall be used for the storage of cars or trucks, or for the repair or overhauling of vehicles. No repairs may be made on vehicles of the owner or renters in the attached garage. Parking on unpaved portions of a lot shall not be permitted at anytime.
 14. The owner of each parcel shall be responsible for maintaining his/her lots and all improvements thereon in a neat, clean and orderly fashion in keeping with the surrounding lots and improvements as would any prudent homeowner. Lawns shall be watered when needed. Lawn decorations shall be kept to a minimum. The developer, or its designated successor, will schedule with one garbage collection service for one (1) pickup per week for the entire development. No individual pickups will be allowed in the development. Garbage cans must not be stored in front of lot.
 15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or in the improvements situated thereon, except that dogs, cats or other household pets may be kept within any residence on a lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that they shall not be permitted to become a nuisance or an annoyance to the owners or renters of lots within the subdivision. Pets shall not be allowed to run free. They must be on a leash while being walked or exercised. Owner must clean up mess made by pets and dispose of properly.
 16. No signs of any kind shall be displayed to public view on any lot except that when a lot is for sale or rent, one sign not more than 3 feet by two feet in size may be used for that purpose only. The Developer is exempt from this restriction for as long as it owns any lots.

17. No noxious or offensive trade or activity shall be carried on upon any of the lots, nor shall anything be done thereon which may become an annoyance or nuisance to adjacent parcel owners or renters of the neighborhood.
18. The restrictions and covenants contained herein are and shall be deemed to be running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions and Covenants or any provisions hereof may be modified, altered, or terminated upon the written consent of 80% of the number of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she/it owns.)
19. No fence shall be erected in the front of any residence. Any fence erected in the rear of a residence shall not extend into the rear yard a distance of more than twenty (20) feet from the rear of the residence. The location plans and specifications of any rear fence must be approved in writing by the Developer in its sole discretion. No chain link fences shall be erected any place on owner's lot; however, a privacy fence of wooden material can be erected with the Developer's written approval.
20. The owner or renter of each lot shall be subject to a \$ 50.00 per unit lawn and garbage maintenance assessment each month, which assessment shall be used by the Developer, or its designated successor, to provide the services described above. This assessment shall be adjusted as needed to provide for the increased cost of services. The Developer shall not be subject to or obligated in any way to pay any of such assessment. Any and all assessments made shall constitute a lien against each lot and the improvement situated thereon, but such lien shall be subordinate in priority to the lien of any first or second mortgage and all valorem taxes on such lot. The lien of such assessment may be enforced against the lot owner in the same fashion and manner as mortgages are enforced upon real property.
21. The Developer, or its designated successor, reserves and retains the right to enter upon the yards of each parcel to provide yard maintenance service, utility service, or drainage on these properties, if not properly maintained, at the parcel owners expense.
22. The homes exterior appearance shall not be modified, nor shall the color be changed without approval of Developer or its successors.
23. Enforcement of the restrictions set forth herein shall be by proceedings at law against any person or persons violating or attempting to violate any restrictions set forth herein, either to restrain such violation or to recover damages from such person or both.
24. If any one of the restrictions set forth herein is held to be invalid by a court of competent jurisdiction, such facts shall in no way affect the other restrictions set forth herein, which shall remain in full force and effect.

IN TESTIMONY WHEREOF the undersigned has executed this Declaration of Restrictions and Covenants, the day, month and year first above written.

COUNTRYSIDE ENTERPRISES, INC.

By: James M. Walser President
James M. Walser, President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned Notary Public, for and in the County and State aforesaid, hereby certify that the foregoing instrument was produced before me in said County and State and acknowledged by **James M. Walser**, President of **COUNTRYSIDE ENTERPRISES, INC.**, party thereto, to be his true act and deed and the true act and deed of said Corporation.

Witness my hand this 28th day of Nov., 2005

Lisa Steineman
Notary Public, State at Large, Kentucky

My Commission Expires: 9-26-2009

Prepared
INSTRUMENT DRAFTED BY:

James M. Walser
James M. Walser
4869 Brownsboro Center
Louisville, Kentucky 40207

DEED TAX
LODGED AND RECORDED THIS
2005 NOV 28 AM 11:29
NORA MCGAWLEY
BULLITT COUNTY CLERK
BY: B. Boulding D.C.

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