

CEDAR CREEK SUBDIVISION, SECTION 4

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The undersigned, BROADFERN HOMES, INC., a corporation, hereby imposes on all lots in CEDAR CREEK SUBDIVISION, SECTION 4, of record in Plat and Subdivision Book 25, Page 80, in the office of the Clerk of the County Court of Jefferson County, Kentucky, the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees, their heirs and assigns:

- 1). All structure improvements upon the property shall be used for private single family residential purposes only, and no dwelling shall exceed two stories in height, and a private garage for not more than three cars.
- 2). No noxious or offensive condition or activity shall be carried on or upon any lot nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.
- 3). No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless. it shall conform to the restrictions of the Subdivision, nor shall any house trailer be allowed to remain in said subdivision for more than twenty-four hours: however, this restriction shall not prevent the use of a trailer as a storage or office by the builder or contractor during the construction of a residence.
- 4). The plans of each residence and/or garage showing plan, type, kind, size, shape, height, material, color-scheme, and location of same, shall be submitted to the undersigned and shall be approved thereby in writing by Broadfern Homes, Inc. or Bertha M. Amshoff,

or their agent, or to any one to whom the power of approval shall be delegated in writing by the undersigned or their authorized agent before construction is begun. The architectural control committee will have a maximum of 30 days to act upon any application for construction or alteration.

- 5). Lawngrades, fences and house elevations and location of house are to be approved in the same manner as the residence plans. (See Item #4)
- 6). Right is reserved by the grantors to cut the grass and weeds on unimproved lots.
- 7). No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet, except the grantors shall have the right to erect larger signs when advertising the subdivision.
- 8). A perpetual easement is reserved on each lot as shown on Plat for public utility installation, maintenance and drainage.
- 9). No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the Subdivision.
- 10). No chickens, ducks, geese or other fowl and no swine, cattle, goats, horses or other like animal or animals shall be kept on any lot.

- 11). No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by the undersigned or their agents, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.
- 12). Driveway approach shall be of concrete from property line to edge improved street. The grade of approach of said driveway (within the dedicated roadway) shall have uniform valley, and that portion of same which is midway between the front property line and the improved roadway shall be at least 8 inches below the edge of the black top. However, the undersigned, their heirs and assigns, reserve the right to permit entrance pipes to be placed under the driveways. Balance of said driveway shall be constructed of concrete or asphalt.
- 13). The property lying between the front property line and the edge of the improved street shall have a uniform valley, and that portion of same which is midway between the property line and the improved roadway shall be at least eight (8) inches below the edge of the black top.
- 14). That portion of the lot lying between the building line as shown on the aforesaid plat, and the edge of the improved street or streets abutting the property, shall be sodded; said sodding shall be completed by

the grantee immediately upon the completion of the residence.

- 15). The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants of part thereof by judgement or court order shall not affect the others which remain in full force and effect.
- 16). These restrictions shall remain in effect until January 1, 1985, after which they may be canceled or changed, altered, amended, or added to at any time by written instrument executed by the owners of three-fourths (3/4) of all the lots in said Subdivision, but shall remain in effect until so cancelled or changed.
- 17). The undersigned may at any time they see fit, by written notice, delegate to the owners of a majority of the lots in the subdivision, any or all of their rights reserved herein with respect to consents or approvals and said owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the undersigned.

WHEREAS, it is the desire of the grantor to provide for an annual maintenance fund for the maintenance and improvements of said roadways, electric street lights, grass islands, and drainage easements as shown on said plat, hereinafter referred to as roadways;

NOW THEREFORE, for the purpose of providing a maintenance and improvement fund for said roadways, and in consideration of the mutual benefits to be derived therefrom, which stipulations and agreements shall be a covenant running with the land, the Granter, for itself, its successors and assigns, does hereby stipulate and agree as follows:

- 1). That between the first day of July and the first day of August of each year, beginning July 1, 1970, the owner or owners of each then existing improved building parcel (regardless of size of same) in said CEDAR CREEK SUBDIVISION, SECTION 4, recorded in Plat and Subdivision Book 25, Page 8, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, shall pay an annual sum of FIFTEEN AND NO/100 DOLLARS (\$15.00) per lot for the maintenance of said roadways to a committee of three lot owners, who, in order to be eligible to serve on said committee shall be vested of a legal title in and to or an officer of a corporation who shall be vested of a legal title in and to, lot in said Subdivision. The committee of three above referred to are hereby appointed as follows: David Halley, Patricia E. Halley and Harvey **Cobb**.

- 2). The aforesaid committee shall promptly deposit all money so collected in any bank insured by the Federal Deposit Insurance corporation in Jefferson county, Kentucky. All funds so deposited in the name of said Committee members as Trustees shall be styled, "CEDAR CREEK SUBDIVISION, SECTION 4, TRUSTEES."
- 3). Whenever directed in writing, by the owners of a majority of the aforesaid parcels in said subdivision, the committee shall order and pay for the maintenance of said roadways to the extent of funds deposited to said committee, which committee shall hold said funds in trust for the sole purpose of roadways maintenance and improvements. (Including streets, lights, grass islands and drainage easements.)
- 4). Future members of said committee shall be appointed by the owners of a majority numbers of said parcels in said subdivision; said committee members shall serve for a period four (4) years, but may resign at any time. At the expiration of a term, or in the event of resignation, successors shall be appointed as hereinabove set out.
- 5). Should a committee member cease to own an interest in one or more of the aforesaid parcels of land, then he or she shall be ineligible to serve further as a committee member, and he or she will assign his or her interest in the aforesaid fund to a successor who shall be appointed as set forth herein.

- 6). In the event any person owning an interest in one or more of said parcels in said subdivision conveys said interest, then any portion of the aforesaid maintenance fund paid by said grantor shall remain as deposited in the committee trust account for the purposes as set forth herein, viz., for road maintenance and improvement and drainage purposes.

- 7). This agreement shall terminate in the event that the maintenance of said roadways shall be taken over by the County, State or City Government, in which instance funds on deposit as set forth herein shall be expended in a lump sum by the committee as their final act for any improvement or betterment of said roadways as may be directed by owners of a majority of the aforesaid parcels of land abutting thereon.

- 8). The parties hereby agree that any person or firm may come upon the aforesaid roadways for the maintenance and repair of said roadways, and they acknowledge that said roadways are subject to certain public utility easements that were heretofore established.

- 9). In addition to the maintenance of the roadways as hereinabove set out, said committee members may use so much of said funds as they deem best and proper for the cutting of grass on any vacant lot

within the subdivision, or for cutting the grass on any undeveloped land adjoining the said subdivision.

- 10). It being agreed that the maintenance of said roadways shall be a joint responsibility of the owners as mentioned herein, and that each of the owners shall pay their proportionate share of said maintenance as hereinabove provided. It is further understood that the owner of an unimproved lot shall not be liable for the roadway (or grass) maintenance charges herein set out. It being understood that an unimproved lot shall be considered a lot on which no residence is located (or under construction) on the first day of July of the year such payments are due.
- 11). The undersigned reserve the right to have separate roadway maintenance agreements affecting other sections of CEDAR CREEK SUBDIVISION, or at the option of - the undersigned to include other sections of said subdivision with this agreement so as to merge the two or more sections of said subdivision into one roadway maintenance agreement and committee. (It being understood that each section shall have approximately equal proportionate representatives on said committee).

12). This agreement shall be binding on successors in title **of** the parties thereto; however, the maintenance payments referred to herein and all else herein contained shall not, under any circumstances, constitute a lien or encumbrance upon or against the parcels of land abutting said roadways.

IN TESTIMONY WHEREOF, witness the signature of the undersigned, this the 11 day of October, 1968.

BROADFERN HOMES, INC.

BY: President