

Book No. 6 Page 47

DECLARATION OF RESTRICTIONS ON SECTION 1 POPLAR HILL SUBDIVISION

THIS INDENTURE, made and entered into by and between **ORCHARD GRASS PARTNERSHIP**, party of the first part; and **ALL THOSE WHO** may hereafter own any of the lots hereinafter described, parties of the second part.

WITNESSETH:

THAT Whereas, the party of the first part is the owner of all lots shown on the plat of **POPLAR HILL SUBDIVISION, SECTION 1** of record in Plat Book 5, Page 64, in the Office of the Clerk of the County of **OLDHAM COUNTY**, Kentucky, being parts of the same property conveyed to the party of the first part by Deed dated _____, and recorded in Deed Book _____, Page _____, in the aforesaid Clerk's Office and above described lots the restrictions hereinafter setout:

1. All tracts as shown on said Plat in said Poplar Hill Subdivision, shall be used for residential purposes only, with no more than one dwelling house designed for occupancy by a single family to be erected on any one lot and a private garage for not more than 2 1/2 cars. No trailer, mobile home, modular or manufactured homes, basement, tent or shack, garage or outbuilding, or temporary structure shall be used as a residence or for residential purposes on said tract, and no structure shall be moved onto a parcel, unless it shall conform to the Restrictions herein set out.

2. Residence erected on lots shall contain the following minimum square feet of floor space:

- a. Ranch homes must have 1,250 square feet of living space, excluding garage, breezeway, porches or basements.
- b. One and one-half (1 1/2) story homes shall have 1,400 square feet of living space, excluding garage, breezeway, porches or basements.
- c. Two-story homes shall have 1,600 square feet of living space, excluding garage, breezeway, porches or basements.
- d. All houses must have either paved or concrete driveway.
- e. Plumbing, electrical work, sewer lines and hook-ups shall be in accordance with all applicable federal, state and local laws and regulations. Sewer connections fees/taps are to be paid to **Orchard Grass Utilities, Inc.**, at 136 St. Matthews Avenue, Louisville, Kentucky 40207 by purchaser and/or builder.

	DATE	SEWER TAP FEE
Present day	- December 31, 1995	\$1,200.00
January 1, 1996	- December 31, 1996	\$1,250.00
January 1, 1997	- December 31, 1997	\$1,300.00
January 1, 1998	- December 31, 1998	\$1,400.00
January 1, 1999	- December 31, 2004	\$1,500.00

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.

RETURN TO:

Joe S

- f. Builders and developers shall preserve all green areas within the City as much as possible.
 - g. No two adjacent lots, either side by side or directly across the street from one another, shall have identical exterior construction.
3. The developer reserves the right to approve or disapprove any type of residence. All houses and landscaping must be completed within one year from date construction begins.
4. None of the said lots shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one dwelling thereon.
5. Residences erected shall have exterior walls of brick, brick veneer, stone, stone veneer, stucco, approved plywood, aluminum siding, vinyl siding, wood siding, or any combination thereof. Other materials shall first meet the approval of the developers or their assigns.
6. If garages, or any other outbuilding, are constructed of concrete block, they must be veneered with brick, stone, wood, aluminum siding, vinyl, or any combination thereof, and must be approved by the developers and/or their assigns.
7. All building set back lines, side lines and rear line restrictions to conform to Oldham County Planning & Zoning restrictions for R-2 A zoning classification in effect as of date of record of this subdivision.
8. All utility installation on any lot shall be underground only and no electric or telephone poles shall be permitted on any lot except main feeder circuits and street lights.
9. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any inoperative car, truck, tractor or any other inoperative vehicle be allowed on said premises. No continuous parking by residents shall be allowed on streets.
10. No commercial activity or advertising shall be permitted.
11. All fences must be of wire, hedge, or picket (wood) to be spaced the width of picket; board fences are permitted; none of the fences are to be over six feet in height except post, and of open construction. No fencing shall extend forward beyond front line of residence. All fences must be approved by the developer or their designated committee. No fence to be closer to the front lot line than that front wall of the residence. Privacy fences around pools and patios are permitted.
12. No horses, cattle, swine, goats or sheep shall be kept on any of the lots. No pen or kennels shall be permitted on any lot for commercial purposes. No more than two (2) dogs shall be permitted on any lot, and the same must be confined by owner and not be permitted at large.
13. An outbuilding is permitted; however, the plans and location of same on the lot are to be approved by the developers, as to architectural design, material and location.
14. The purchaser of each lot agrees that they will not permit the use of said lot, not sell any portion thereof, for a passageway leading from the road to any adjoining property.
15. The developers or their assigns reserve the right to approve or disapprove the architectural design and plans and location of any residence, and/or outbuilding, and said plans shall be submitted to the developers or their authorized agent for written approval prior to the commencement of construction.
16. All driveways must be properly constructed of concrete or blacktop and must be kept in good repair; culverts must be constructed, where necessary, to prevent improper flow.

17. All construction shall be confined to the boundaries of the lot under construction and the owner and/or builder shall be liable for damages to any other lot or roads damaged outside of said lot.

18. It is further understood that the individual builders will construct sidewalks for public use on the roadway easement according to developer's design and specification. Upon completion of construction of these sidewalks the individual property owners will be responsible for the maintenance of and liable for the portion of sidewalk located on their property.

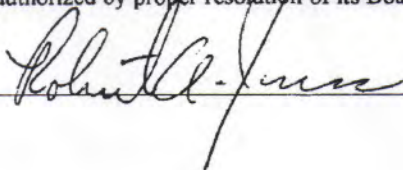
19. All Restrictions and Provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, assigns, and successors and to each purchaser of said tract, his heirs, successors, and assigns, and shall be in full force and effect from the date of execution of same by the parties hereto, Except that any changes in the Restrictions may be made by 51% vote of the lot owners and the written approval of the developers, his successors or assigns. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. All lots shall be properly maintained and mowed. If an owner fails to mow or maintain the lot, the developer reserves the right to mow same and to charge the owners \$50.00 per mowing. The developers reserve the right to approve or disapprove the general appearance and condition of any lot. Upon the completion of house constructions, all lots must be sodded from the sidewalk easement to the front of the house with the side and rear yards being seeded and strawed to prevent erosion.

21. There shall be no hunting or discharging of any firearms allowed or permitted on any developed or undeveloped lot in Poplar Hill Subdivision, Section 1.

22. The owners of any lot, as well as the developer, may enforce these Restrictions and Covenants by the proper legal proceedings, and the invalidation of any one or more of these Restrictions and Covenants, or any part thereof, by Judgment and Order of any Court, shall not effect the other Restrictions and Covenants which shall remain in full force and effect as herein provided.

IN TESTIMONY WHEREOF, the party of the first part has caused its name to be signed hereto by its proper officer, thereunto duly authorized by proper resolution of its Board of Directors, this 21st day of DEC., 1995.

BY: 

STATE OF KENTUCKY)
) SS
COUNTY OF)

I, the undersigned, a Notary Public, in and for the above named County and State, do hereby certify that the foregoing Declaration of Restrictions was this day produced before me in my said County and State, and was acknowledged and delivered before me by Orchard Grass Partnership, party thereto, to be the act and deed of said Partnership for the purposes therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal this ___ day of _____, 1995.

This instrument prepared by:

James M. Walser

Notary Public, Kentucky State at Large
My Commission expires: _____

BOOK 6
PAGE 47
DEPUTY CLERK: DONNA SUE SCHRADER
COUNTY CLERK: ANH B. BROWN
TOTAL FEES: \$12.00
RECORDED ON: DECEMBER 21, 1995
DOCUMENT NO: 940023179
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