

DECLARATION OF RESTRICTIONS
DOVE POINT SUBDIVISION, SECTION 4
Plat and Subdivision Book 44, Page 7
Jefferson County, Kentucky

WHEREAS, SDB, INC., a Kentucky corporation, of 10902 Tarrence Road, Louisville, Kentucky 40299 ("Developer") is the Owner of all of the following lots in DOVE POINT SUBDIVISION, SECTION 4 (the Developer/Contractor is Bryant and Associates, Inc.)

BEING Lots 26 through 39, Lots 42 through 73, DOVE POINT SUBDIVISION, SECTION 4, a plat of which is of record in Plat and Subdivision Book 44, Page 7, in the Office of the County Clerk of Jefferson County, Kentucky; and,

WHEREAS, in conjunction with the development of the said lots, the Developer desires to impose certain covenants and conditions as herein provided:

NOW THEREFORE, for the mutual benefit of present and future owners of the above described Lots in DOVE POINT SUBDIVISION, SECTION 4, the Developer does hereby declare and impose the following covenants, conditions and restrictions upon the above described Lots:

(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 any domestic servants living on the premises), which structure shall not exceed two and one-half (2½) stories in height in the front elevation, and three and one-half (3½) stories in height in the rear elevation, and which structure shall contain an attached private garage for not less than two (2) nor more than three (3) automobiles for the sole use of occupants of the lot; provided, however, that upon prior written approval of the Developer or by any person or association to whom it may assign the right, and then on such conditions as the Developer or its assignee may require, the garage may be detached. The garage doors shall open to the rear or side of the lot except on corner lots where the doors shall open to the rear only unless specifically approved by the Developer to allow a side garage door, and the interior garages shall be finished with drywall.

(2) APPROVAL OF CONSTRUCTION PLANS:

No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the grade elevation and location of the structure, fence, wall or improvement, the type of exterior material, the driveway (which shall be of concrete), and a detailed landscaping plan (see Sections 9 and 10 below), shall have been prior approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. All roofs must not be less than 7/12 pitch. The Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. All chimney chases shall be covered above the roof with approved exterior building materials. All building plans shall require the garage to be drywalled.

(3) BUILDING MATERIALS

The exterior building material of all structures shall (a) extend to ground level, unless otherwise approved in writing by Developer, or any person or association to whom it may assign the right, and (b) be either brick, stone, brick veneer, or stone veneer or a combination of same, unless some other material shall be specifically approved in writing by Developer or its assignee. No aluminum single hung nor solid vinyl windows shall be permitted or installed in any structure erected on any lot without specific prior written approval of the Developer. First quality vinyl clad wood windows are acceptable window materials.

(4) SETBACKS AND LIMITED ACCESS:

No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded Plat, or as imposed by the planning commission, whichever is greater; however, if permitted by zoning regulations, steps and open porches may project into the said areas not more than six (6) feet, and bay windows may project into the said areas not more than eighteen (18) inches. No portion of any lot in Dove Point Subdivision shall be used for ingress or egress to another lot unless approved in writing by the Developer, or any person or association to whom it may assign the right.

(5) MINIMUM FLOOR AREAS:

Unless otherwise approved in writing by Developer, or any person or association to whom it may assign the right:

- a. The ground floor area of a one-story house exclusive of the garage, shall be a minimum of 1,800 square feet.
- b. The floor area of a one and one-half (1½) story house shall be a minimum of 2,000 square feet, exclusive of the garage, with not less than 1,300 on the first floor.
- c. The floor area of each floor of a two-story house shall contain a minimum of 1,100 square feet, for a total minimum floor area of 2,200 square feet, exclusive of the garage.
- d. The total floor area of a multi-level house not otherwise above identified, shall be a minimum of 2,100 square feet, exclusive of the garage.
- e. Basement and basement areas, whether finished or unfinished, and open porches are not to be included in computing applicable floor area under the provisions of these restrictions.

(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, field offices, or sales offices, used by the Developer, which shall be removed when the development is completed; and similar structures which builders may place on any lot with the prior approval of the Developer.

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, temporary or permanent.

c. No trailer, truck, commercial vehicle, camper trailer, recreational 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 habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, truck, commercial vehicle, camper trailer, recreational vehicle, boat or other vehicle, except an automobile, shall be parked in the subdivision for a period in excess of twenty-four (24) hours. When used in these restrictions, the term automobile shall include and be deemed to include any standard one-half ton or small pick-up truck which does not have a camper regularly maintained thereon, and shall further include any passenger vans of 14 passengers or less.

d. No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

(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 time be confined to the lot occupied by the owner of such pet; and shall be maintained in accordance with the laws and ordinances, including vaccination, licensing and leash laws.

(9) LANDSCAPING, SIDEWALKS:

After the construction of a residence, the lot owner shall grade and sod the entire lot, sides, front and rear, between the walls of the residence and the pavement of any abutting streets; and in conformance with the approved landscape plan under Section 4 above. Each lot owner shall cause a sidewalk to be constructed on each lot as and where required by the applicable subdivision construction plans. When used herein and in Section 10 below, the term "lot owner" shall mean and include the builder of a residence on a lot.

(10) ROCK REMOVAL:

Upon the construction of a residence, if necessary, the Buyer/Builder shall pay for the first One Thousand Dollars (\$1,000.00) of rock removal and the Developer, if it deems reasonable, will pay for the next One Thousand Dollars (\$1,000.00) and thereafter, the additional costs shall be paid one half by the Builder and one half by the Owner. However, the Developer must first approve the rock removal contract.

(11) PLANTING OF TREES:

UPON THE CONSTRUCTION OF A RESIDENCE, THE OWNER SHALL CAUSE TO BE PLANTED IN THE FRONT YARD A TREE WITH NOT LESS THAN A THREE-INCH DIAMETER. Upon an owner's failure to comply with this paragraph, or Paragraph (9) above, Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing, including reasonable attorney fees. The obligations hereunder shall be both personal and run with the land; and the conveyance of a lot shall not relieve an obligated party of its obligations hereunder.

(12) MAIL AND PAPER BOXES, HEDGES:

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design or placement or planting are approved in writing by the Developer or any other person or association to whom it may assign the right. The Developer may establish a plan for uniform mailboxes and in such event shall have the right to require as a part of the construction plans provided under Section 4 above, the use and installation of a certain mailbox.

(13) CLOTHES LINES:

Subject to applicable law, no outside clothes lines shall be located on any lot.

(14) SWIMMING POOLS:

No swimming pool (exclusive of portable children's wading pool with no permanent installation of water or chemicals) shall be installed on any lot except with the prior express written approval of the Developer or any person or association to whom it may assign the right; and in any event any above ground pool shall not have an above ground height in excess of thirty (30) inches, nor a diameter in excess of twenty (20) feet, and any in ground pool shall not exceed a depth of six (6) feet nor be larger than 30 foot by 40 foot surface dimensions. Any pool installation shall conform fully with all applicable codes, health department regulations, and safety regulations; and the lot owner shall provide the Developer or Association with a copy of all required governmental approvals.

(15) DUTY TO MAINTAIN PROPERTY:

It shall be the duty of each lot owner to keep the grass on the owned lot properly cut, to keep the lot free from weeds, trash and vermin, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the 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.

During any construction on any lot it shall be the duty of the person, persons, partnership, corporation or other entity responsible for construction, to comply with all applicable regulations, including, without limitations, regulations of the Jefferson County Air Pollution Control District and to take all necessary precautions to prevent construction vehicles from tracking dirt, mud, and debris from the lot onto the public streets. At time of construction of any residence, a provision shall be made by the responsible party for water supply to wash construction vehicles prior to the entering of public streets from the lot.

(16) BUSINESS, HOME OCCUPATIONS:

No trade or business of any kind (and no practice of medicine, dentistry, law, or other professions, or like endeavors) shall be conducted on any lot, nor shall anything be done in practice which may be an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph (1), above, a new house may be used by the builder thereof as a model home for the builder's own office, provided said use terminated within two (2) years from completion of the house.

(17) 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 of the home, which sign shall not be greater in area than nine (9) square feet; and except Developer shall have the right to erect larger signs when advertising the subdivision, and may, on request, grant permission to builders for vary from this restriction, provided the builder shall comply with all county sign ordinances. This restriction shall not prohibit placement of occupant name signs and lot or street numbers as allowed by applicable zoning regulations or required by law.

(18) DRAINAGE:

Drainage of each lot shall conform to the general drainage plan filed by the Developer for the subdivision; and the builder or lot owner shall comply with the filed plans in connection with all construction and landscaping activities on each lot.

(19) 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 conditions. Construction debris shall be cleaned up on a regular basis by builders or lot owners, and shall not be permitted to remain on any lot nor to create a nuisance or hazard.

(20) UNDERGROUND UTILITY SERVICE:

Electric service lines serving each lot shall be under ground throughout the length of service lines from the Louisville Gas and Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne individually by, the respective lot owner upon which said service lines are located. The electric and telephone easements shown on the Plat shall be maintained and preserved in their present grade, elevation, and condition, no encroachment shall be permitted thereon, and no change in the grade or elevation thereof shall be made by any person or owner without the express consent in writing of the Louisville Gas & Electric Company and South Central Bell Telephone Company, or their successors.

(21) SURFACE WATER DRAINS AND SEWER CONNECTIONS:

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

(22) RESTRICTIONS RUN WITH LAND:

a. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding upon 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, unless an instrument signed by a majority of the then owners of all lots in all sections of DOVE POINT SUBDIVISION has been recorded, agreeing to change these Restrictions and Covenants, in whole or in part.

b. Except as otherwise herein provided, these Restrictions may be canceled, altered, or amended by the affirmative action of the owners of seventy-five percent (75%) of the lots in all sections of DOVE POINT SUBDIVISION, at any time after the Developer has turned control of the subdivision over to the Home Owner's Association as provided in Paragraph 24 below. The Developer reserves the right to modify, alter, charge or amend these Restrictions or any portion hereof, or grant waivers to any portion hereof, so long as it owns ten percent (10%) or more of lots in DOVE POINT SUBDIVISION.

c. The foregoing provisions notwithstanding, no common area, open space, private roadways or islands in the right-of-way shall be dedicated to a unit of local government without both (1) the acceptance of the unit of local government involved and (2) the approval of the Louisville and Jefferson County Planning Commission. This Paragraph (22)c. cannot be amended without approval of the Louisville and Jefferson County Planning Commission.

d. Anything to the contrary herein notwithstanding, the Residents Association and the lot owners shall be responsible for maintenance of all open spaces, private roads (if applicable) and common area, so long as Dove Point Subdivision is used as a residential subdivision or until such open spaces, private roads (if applicable) and common areas are properly dedicated to a unit of local government. This provision shall not be amended nor subject to amendment.

(23) ENFORCEMENT:

Enforcement of these Restrictions shall be by proceedings by law or in equity, brought by any owner of real property in DOVE POINT SUBDIVISION, by the Residents Association designated in Paragraph (25) below, or by Developer, against any party violating or attempting to violate any covenant or restrictions, either to restrain violation, to direct restoration, or to recover damages. In any action brought by the Developer or by the Residents Association to enforce these restrictions, they shall be entitled to recover both their costs and a reasonable attorney's fee. In any action brought by a lot owner against another owner to enforce any provision of these restrictions, the court may, in its discretion, award attorney fees to the prevailing party. Failure of the Developer, the Residents Association, or any owner to demand or insist upon strict observance of any of these Restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation of the right to seek enforcement of these Restrictions at a later time.

(24) INVALIDATION:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(25) RESIDENTS MAINTENANCE ASSOCIATION:

a. The Developer has even date herewith or heretofore formed DOVE POINT RESIDENTS ASSOCIATION, INC., a Kentucky Not-For-Profit Corporation (the "Association" or "Residents Association"). The provision of this Paragraph (25) shall be incorporated into and shall be made a part of the By-Laws of the corporation, and shall be subject to amendment only in accordance with the provisions of Paragraph (22) above. Every lot owner of a lot in DOVE POINT SUBDIVISION shall be a member of the Association, and by acceptance of a Deed for any lot agrees to accept membership in, and does thereby become a member of, the Association, and is subject to the Association's By-Laws and properly adopted Rules and Regulations, and shall comply with the decisions of a majority vote of the Association's members.

b. The objects and purposes of the Association shall be to promote the social welfare and serve the common good and general welfare of its members, and may include maintenance and repair of the streets; adoption, installation and maintenance of a street lighting system; maintenance and repair of common areas, open spaces, cross-walks, storm drains, retention basins, and entrances as shown on the aforesaid Plat; and acceptance of common areas and open spaces for purposes of operation, maintenance and repair. The objects and purposes shall include the mandatory responsibility to maintain the areas designated by the Developer as Common Areas, open spaces, Landscaping or Buffer Zones (whether such areas are on the aforesaid plan or otherwise, and including any Developer designated Landscape Zone located across Old Heady Road from the subdivision [said Landscape Zone to be designated by the Developer if satisfactory rights of entry are obtained]). Failure of any governmental authority concerned with maintenance of such areas to enforce the required maintenance shall not alter or diminish the obligation of the Association to perform the same. In the event any properly authorized governmental authority shall, by reason of the failure of the Association to maintain the same, expend any funds to perform such required maintenance, such governmental authority shall and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the Restrictions herein relating to Open Space or Landscape Buffer Zones obligations.

c. Any assessment levied by the Association shall be used only for purposes herein specifically provided, and for purposes generally benefiting the Association. Assessments shall not constitute a lien unless the Association records Notice of Lien or Lis Pendens in the Office of the County Clerk of Jefferson County, Kentucky, as notice of nonpayment of an assessment. Assessments may be levied only upon lots containing completed dwellings, provided that the Developer shall not be required to pay an assessment on any such lot owned by it.

d. The first assessment hereunder shall be no higher than Ten Dollars (\$10.00) per month per lot, beginning January 1, 1997. Beginning January 1, 1998, and at any time thereafter, the Association, by a majority vote of its members entitled to vote under the provisions hereof, may increase or decrease the amount of and fix the due date of each assessment.

e. The membership of the Association shall be classified as follows:

- (i) Class A Membership shall consist of all Members other than the Developer; and,
- (ii) Class B Membership shall consist of Developer.

Each member shall have one (1) vote in respect of each lot owned by such member, but Class A Members shall not be entitled to exercise their right to vote until after January 1, 2005, or such time as in Developer's sole determination Developer owns less than ten percent (10%) of all lots in DOVE POINT SUBDIVISION, whichever shall first occur. Until such time, the Class B Member shall be the only voting member of the Association.

f. Nothing herein contained shall be construed as imposing on the Developer the obligation to assess or collect any maintenance charges herein provided.

g. The Association, by a majority vote of its members, may assign its duties hereunder, in whole or in part, to any governmental authority which has assumed or assumes such assigned obligations for the maintenance and repair of streets, common areas, crosswalks, storm drains, basins, entrances, the Open Space or Landscape Buffer Zone, et cetera, in DOVE POINT SUBDIVISION, but only in accordance with the provisions of Paragraph (22)c. and (22)d. above.

(26) Obligation to Construct or Reconvey:

Within Twelve (12) 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 90% of the original purchase price 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. Unless otherwise having written approval by Developer.

(27) HEADINGS:

Headings at each paragraph in these restrictions are for convenience only and shall not constitute a part of the restrictions nor limit or expand any provisions hereof.

WITNESS, the signature of the duly authorized officer of SDB, Inc., this 11 day of Feb, 1998.

SDB, INC.

By Willard Bryant
Willard Bryant, President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged, subscribed and sworn to before me this 11 day of Feb, 1998, by Willard Bryant as President of SDB, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires 9/23/98

Notary Public
State of Kentucky at Large

Recorded In Plat Book

No. 44 Page 1
Part No. _____

Prepared by:

Marc Yussman

MARC YUSSMAN, ATTORNEY
10600 Timberwood Circle, Suite 1
Louisville, Kentucky 40223
(502) 328-0008

marcdovepoint.se4

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Deputy Clerk: DONREI

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