

**RESTRICTIVE COVENANTS FOR  
CEDAR GLEN SUBDIVISION**

**BALL HOMES, LLC** ("Developer"), is the owner of Cedar Glen Subdivision, pursuant to deed dated May 11, 2004, recorded at Deed Book 8407, Page 732, in the office of the Jefferson County Clerk (the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Cedar Glen Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property without the prior written consent of Developer. Any such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). In no event will detached garages or outbuildings be approved by the Developer if such structure is to include a "barn style" roof and/or doors, or is to be situated upon cinder blocks or any other temporary foundation. In addition to seeking to acquire the prior written consent of Developer before the commencement of construction of any detached garage or outbuilding, it is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure.

Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, recreational vehicles or boats shall be allowed to be parked upon streets or public rights-of-way or on any portion of the Property other than within a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding a twenty-four (24) inch radius, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer the owner of such lot shall reimburse the party making such demand (the "Claimant") for all costs incurred in performing such work and Claimant shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Claimant demands payment and ending on the date that Claimant is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, 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.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, 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.

11. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street or within drainage, detention or retention easements. Fences shall be installed and maintained in a manner that shall not obstruct any drainage, detention or retention easements and/or the natural flow of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside side of the fence. No chain link fences shall be permitted.

12. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to the Cedar Glen Subdivision, as shown on the subdivision plat of same of record in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_ (the "Plat"), as well as any amendments thereto, in the Office of the Jefferson County Clerk and shall be considered covenants running with the land.

13. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Jefferson County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

14. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Cedar Glen Homeowners Association, Inc. (the "Association") and all lot owners shall be responsible for maintaining such areas. All lot owners in Cedar Glen Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association including, but not limited to, the obligation to pay homeowner assessments which may be billed each year.

15. **ASSESSMENTS; CREATION OF THE LIEN AND PERSONAL OBLIGATION.** Each owner of a lot within the Property (a "Lot"), except Developer, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association (i) monthly or annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in Section 16 herein. Developer shall be responsible for the maintenance costs of the Association incurred in excess of the assessed amounts payable to the Association by the Lot owners until such time as Developer transfers control of the Association. The monthly or annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. No Lot shall be sold or transferred at a time when an assessment due hereunder is delinquent. Any attempted transfer while an assessment is delinquent shall be null and void.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use, maintenance and enjoyment of the "Common Areas" (as such are hereinafter defined), including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws of the Association, the employment of attorneys to represent the Association when necessary, for such other needs as may arise, and for the improvement and maintenance of the Common Areas. The Association shall maintain, operate and repair the Common Areas, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof.

16. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized in Section 15, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws of the Association.

17. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments shall be fixed at a uniform rate for all Lots except those owned by Developer. The Board of Directors of the Association may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence.

18. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

19. **SUBORDINATION OF THE LIEN TO FIRST MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

20. **MEMBERSHIP.** Developer and every owner of a Lot which is subject to an assessment shall be a member of the Association. Such owner and member shall abide by the Association's Bylaws and Articles of Incorporation to be recorded in the Office of the Clerk of Jefferson County, Kentucky, and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

21. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

22. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open spaces and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Louisville Metro Planning Commission. The Association cannot amend this restriction without approval from the Louisville Metro Planning Commission.

23. **MAINTENANCE OF COMMON AREAS.** The Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances (the "Common Areas"), so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

24. **TREE CANOPY PROTECTION AREAS.** Pursuant to Binding Elements contained in Louisville Metro Planning Commission, Docket Number 10-35-03, and as such may be amended ("Binding Elements"), the Association shall preserve the vegetation areas located on the Property as Tree Canopy Protection Areas (the "Tree Canopy Protection Areas") ("TCPA's"); and therefore, the following restrictions shall apply to the Property:

TCPA's are areas of Property as designated on the Plat. In the TCPA's, (i) all clearing, grading and fill activities shall be in keeping with the notes on the approved development plan and the applicable binding elements; (ii) no further clearing, grading, construction or other land disturbing activity shall take place with the exceptions of such pruning as will improve the general health of the tree or to remove dead or declining branches that may pose a public health and safety threat or for the installation of sewer or drainage facilities. Trees will be preserved and/or provided within the Property as required by Chapter 10, Part 1 of the land Development Code and as indicated in the Tree Canopy Calculations on the approved Preliminary Subdivision Plan. The TCPA's shall be permanently preserved in their natural state. No clearing, grading or other land disturbing activity shall occur in the TCPA's except as provided herein above and except supplemental landscaping, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, the clearing of understory brush in order to remove any public health and safety threat and in conjunction with the installation of sewer or drainage facilities.

Any tree or shrub removed in violation of these restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Plantings to replace improperly removed plants shall equal the diameter of the removed tree, shrub, or under-story vegetation. Native Species shall be used as replacements.

These restrictions may be amended or released only with the prior approval of the Louisville Metro Planning Commission. Tree protection fencing shall be erected around all TCPA's prior to Site Disturbance Approval to protect the existing tree stands and their root systems. The fencing shall be located at least 3 feet beyond the edge of the tree canopy and shall remain in place until all construction is completed. No parking, material storage or construction activities are permitted within the TCPA's. The obligations relating to the TCPA's may be enforced by the Louisville Metro Planning Commission and no revision of these TCPA provisions shall be made without the prior written approval of the Louisville Metro Planning Commission.

25. **CEDER CREEK BUFFER ZONE.** Pursuant to the aforementioned Binding Elements, an Outer Buffer Zone shall exist along Cedar Creek (the "Outer Buffer Zone"). The Outer Buffer zone shall consist of the areas of the Property designated on the Plat. No permanent structures or impervious surface coverages of greater than one hundred (100) square feet shall be permitted within the Outer Buffer Zone (as required in Section 4.8.6 E of the Land Development Code). These provisions relating to the Outer Buffer Zone may be enforced by the Louisville Metro Planning Commission and no revision of these Outer Buffer Zone provisions shall be made without the prior written approval of the Louisville Metro Planning Commission.

26. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by the Developer and/or the Association and/or any owner or owners of any portion of the Property against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

27. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

28. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2035, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Jefferson County Clerk's office.

Developer has executed this document as of the 7<sup>th</sup> day of DECEMBER, 2005.

**BALL HOMES, LLC**

BY: *Russ S. [Signature]*

ITS: *Louisville OPERATIONS Manager*

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 7 day of December, 2005, by *Russ S. [Signature]*, as *Louisville OPERATIONS Manager* of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

*[Signature]*  
NOTARY PUBLIC

My commission expires: *7-18-2011*

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THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris  
Jonathan R. Norris, Esq.  
3609 Walden Drive  
Lexington, Kentucky 40517  
(859) 268-1191

Restrictive Covenants - Cedar Glen

Document No.: DN2005207973  
Lodged By: cedar glen sec 1  
Recorded On: 12/09/2005 10:46:23  
Total Fees: 20.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: SHESCH

**Recorded in Flat Book**

**No. 51 Page 42 & 43**

**Part No. \_\_\_\_\_**

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