

DECLARATION OF RESTRICTIONS OF OAKHURST SECTION 4, AS PER  
PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 43 PAGE  
38, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF  
JEFFERSON COUNTY, KENTUCKY.

114856  
6-597

WITNESSETH: That whereas Peter Construction Inc. is the owner of all of the  
lots in the aforesaid Subdivision, it does hereby place the following restrictions on same:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive on one story open porches and garages, shall be not less than 1,200 sq. ft. for a one story dwelling, nor less than 900 sq. ft. on first floor for a dwelling of one and one half story, nor less than 700 sq. ft. for a two story dwelling.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except garages shall be attached to the residence. Driveways shall be constructed of pea gravel concrete, with exposed aggregate finish.
4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines on any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
5. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of pickets, slats or hedge and shall not be over six (6) feet in height. Privacy fences around pool or patio areas inside the rear lot area and no closer than five (5) feet to side of rear property line may be built of pickets or slats or other material not to exceed six (6) feet in height. Maintenance of fence in good repair, is the duty of the property owner. Developers shall erect a six (6) foot wooden privacy fence along the common boundary of Palmer property and Oakhurst Subdivision a distance of approximately 1400 feet. Said fence will be built as each lot is graded prior to completion and occupancy of the house for that lot. Owners of each lot shall be responsible to retain and maintain the fence in good repair.
6. No surface water or storm water will be dumped or drained into the sanitary sewer.
7. Commencing from January 1, 1997, all lots in Oakhurst Section 4, shall be subject to an annual maintenance charge of \$75.00 each. This amount will be due and payable on the first day of January of each year and will be payable to Peter Construction Inc., until such time as Oakhurst Section 1 has been turned over to Homeowners Association. The amount so collected shall be expended for the purpose of keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on plat of Oakhurst Section 3, recorded in Plat Book 42, Page 66, in the office of the Clerk of the County court of Jefferson County, Kentucky, an in general caring for the needs and beautification of said Subdivision. Homeowners Association to assume obligation to maintain open spaces, retention basins, drainage easements and/or other areas not be used as building sites.

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No common areas, open space, private roadways or islands in the right-of-way shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association can not amend this restriction without approval from the Louisville and Jefferson County Planning Commission

Oakhurst Section 1 Homeowners Association and all future sections shall merge to become one Homeowners Association on the recording of each section of Oakhurst in the office of the Clerk of Jefferson County, Kentucky.

The Trustees of Oakhurst shall consist of five (5) directors, elected at the annual meeting of property owners of all Sections, each house or lot owner shall have one (1) vote. The trustees shall elect a President who shall preside over the meetings, a Vice President who shall preside in the absence of the President, a Secretary to record minutes of meetings and keep all records of the Trustees, a Treasurer in charge of collecting maintenance fees, keeping financial records and payment of bills.

8. (a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville gas and Electric's point of delivery to customer's building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to Louisville Gas & Electric's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of Louisville Gas & Electric bringing service to the property shown on this plat it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

9. 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.

10. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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, temporarily or permanently.

No trailer, truck, pick-up trucks, commercial vehicle, camper, camping 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

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lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

11. 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 times be confined to the lot occupied by the owner of such pet.

12. After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Each lot owner shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.

13. It shall be the duty of each owner to keep the grass on the lot property cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deems appropriate, including mowing, in order to make the lot neat and attractive, and owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder or owner shall confine construction debris to his own lot, such debris shall be removed upon completion of construction.

14. 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 thereof, which sign shall not be greater in area than nine (9) square feet; except 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 by applicable zoning regulations.

15. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept in sanitary containers.

17. 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.

18. Peter Construction Inc., Developers shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

21. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on 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 period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Oakhurst have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to

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these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Anything to the contrary notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all open space, private roads (if applicable) and common areas, so long as Oakhurst, Section 4 is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

In testimony whereof witness the signature of the Corporation, this 16 day of May, 1997.

PETER CONSTRUCTION INC.

*C. Robert Peter, Jr.*  
PRESIDENT

Sworn to before me by C. Robert Peter, Jr. this 16<sup>th</sup> day of May, 1997, and acknowledged to be his act and deed.

This instrument prepared by

*Ann B. Kelly*  
Vice President  
Peter Construction Inc.  
154 Thierman Lane, 40207

*David J. Bullard* Notary Public  
My Commission expires May 1, 1999

Recorded in Plan Book  
113 18

Document No: 1997074857  
Lodged By: OAKHURST SUBDIVISION  
Recorded On: Jun 05, 1997 10:34:09 A.M.  
Total Fees: \$14.00  
Transfer tax: \$1.00

PLANNING COMMISSION  
Deputy Clerk: KATRICE

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LOUISVILLE AND JEFFERSON COUNTY  
PLANNING COMMISSION