

223-273

COPPERFIELD SUBDIVISION, PHASE VII-B

DECLARATION OF COVENANTS AND RESTRICTIONS

Copperfield, a Joint Venture ("Developer"), 301 North Hurstbourne Lane, Louisville, Kentucky 40222, is now the owner of the following lots in Copperfield Subdivision, Phase VII-B:

BEING lots 223 through 273 inclusive, as shown on the plat of Copperfield, Phase VII-B, of record in Plat and Subdivision Book 36, Page 85, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Copperfield Subdivision, Developer imposes restrictions upon the above described lots as follows:

(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), not to exceed two and one-half stories in height and which shall contain a private garage (attached or detached).

(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 (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been 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 residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Building Materials.

The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Devel-

oper recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(4) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than the maximum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,100 square feet, exclusive of the garage.

(c) The total floor area of any other type of house shall be a minimum of 1,600 square feet, exclusive of the garage.

(d) The ground floor area of a two story house shall be a minimum of 1,100 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computing floor areas.

(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 or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(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, temporarily or permanently.

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

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

(9) Landscaping; Driveways; Sidewalks.

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 also sod any drainage swale on the lot, shall concrete or asphalt the driveway within three months after completion of a single family dwelling, and shall concrete all driveway aprons from curb to sidewalk. Each lot owner shall cause a sidewalk to be constructed on each lot within three months after completion of a single family dwelling. Developer, however, reserves the right to waive this requirement to construct a sidewalk on certain lots located on cul-de-sacs. Upon construction of a residence, each lot owner shall cause to be planted a three-inch diameter tree in the front yard. All other landscaping initially planned for the lot shall be completed within 30 days after the lot owner begins occupying the single family dwelling constructed on the lot. All landscaping should be consistent and compatible with shrubs, trees, plants and other landscaping commonly used in this geographical area. No tree shall be removed from any lot without the prior written approval of Developer or any person or association to whom Developer may assign such approval right. Upon an owner's failure to comply with this paragraph, 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.

(10) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting

are approved in writing by Developer or by any person or association to whom it may assign the right.

(11) Clothes Lines; Antenna and Receivers/Transmitters.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No antenna (except for standard small television antenna) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.

(12) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly 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 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, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(13) Business; Home Occupations.

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

(14) 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 thereof, which shall not be greater in area than nine 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 as allowed by applicable zoning regulations.

(15) Drainage.

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

(16) 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 containers.

(17) Drains.

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

(18) Restrictions Run With Land.

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 years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Copperfield Subdivision, has 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 these restrictions, except paragraphs (2) and (3) may not be amended without Developer's consent so long as Developer owns any lots in Copperfield Subdivision. 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.

(19) Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Copperfield Subdivision, by the association formed under paragraph (21), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(20) Invalidation.

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

(21) Homeowners Association; Assessments.

(a) The Articles of Incorporation of COPPERFIELD HOMEOWNERS ASSOCIATION, INC. (the "Association") which may be amended from time to time, dated February 20, 1984, are recorded in Corporation Book 318, Page 83, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in this section of Copperfield Subdivision (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) 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. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or common areas (which include certain recreational facilities to be built on Tract A for the use and benefit of all lot owners in Copperfield Subdivision), crosswalks, storm drains, basins, fences, street lights and entrances (including without limitation the entrance wall and any landscaping located in the area marked "Easement for Installation & Maintenance of Entrance Wall and Plantings by Copperfield Homeowners Association, Inc." on the aforesaid plat, which area shall be an easement over, under and across lots 238 and 239 in favor of Developer and the Association), as may be shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance and repair.

(c) Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(d) The initial assessment hereunder shall be no higher than \$20.00 per month per lot beginning January 1, 1988. After January 1, 1989, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment.

WITNESS the signature of Developer by its duly authorized partners as of June __, 1988.

COPPERFIELD, a Joint Venture

By STM COPPERFIELD, INC., a Kentucky corporation

By: Robert H. Marrett
Robert H. Marrett,
President

By S.L.A. SERVICE CORPORATION

By: Joe B. Cooksey
Joe B. Cooksey,
President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on June 28, 1988, by Robert H. Marrett, as President of STM Copperfield, Inc., a Kentucky corporation, on behalf of the corporation as a joint venturer.

Susan R. Keddell
Notary Public

Commission Expires: 8-31-89

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on June 29, 1988, by Joe B. Cooksey, as President of S.L.A. Service Corporation, a Kentucky corporation, on behalf of the corporation as a joint venturer.

Samuel J. Kelley
Notary Public

Commission Expires: 2/15/91

This Instrument Prepared By

David B. Buechler
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

David Buechler

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6/27/88

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JUN 29 1988
NOTARY PUBLIC
Samuel J. Kelley