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DECLARATION OF RESTRICTIONS  
OF  
HERITAGE PLACE

The undersigned, HERITAGE PLACE L.L.C., with an address of P.O. Box 8, Crestwood, Kentucky, hereinafter referred to as "Owner" or Developer, does this \_\_\_ day of \_\_\_\_\_, 1999, hereby adopt the following as restrictions for Heritage Place, located near Crestwood, in Oldham County, Kentucky.

WHEREAS, Developer is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a residential subdivision, and

WHEREAS, Owner intends to establish a general and orderly plan for the use, occupancy and enjoyment of said subdivision;

NOW THEREFORE, WITNESSETH: The undersigned being the owner of all the lots in Heritage Place, situated near Crestwood, in Oldham County, Kentucky, do hereby adopt the following restrictions and covenants, which restrictions and covenants shall apply to all of the lots of said Heritage Place, as shown on Plat of same recorded in Plat Book 95, Page 115 of the Oldham County Clerk's Office, to wit.

**1.) Easements:**

Each property owner's electric utility service lines shall be underground throughout the length of the service line from Louisville Gas and Electric's point of delivery to customer's building, and title to the service lines shall remain in and 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 and Electric's termination points. Electrical 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 thereon 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 and Electric Company and South Central Bell Telephone Company.

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 facilities.

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

In consideration of Louisville Gas and 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.

## 2.) Use of lots:

All lots as shown on the plat of Heritage Place shall be used for residential purposes only, with no more than one (1) dwelling house for occupancy for a single family to be erected on any one (1) lot. No trailer, mobile home, 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 any parcel, unless it shall conform to the Restrictions herein set out. No trailer court or trailer park may be allowed or established thereon.

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, or a violation of any federal, state or county regulation or law affecting the use or occupancy of said property.

The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portions thereof, for a passageway leading from the road to any adjoining property.

No commercial activity, business or commerce of any kind shall be carried on upon any lot, except for construction of improvements as permitted herein.

## 3.) Occupancy of homes:

No house shall be occupied until the exterior of the house is fully completed in accordance with the plans and specifications as submitted to the developer and approved by it. (see item #9 for plan approval process)

## 4.) Subdividing lots:

None of 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.) Minimum size requirements:**

No residence shall be erected on said lots having less than the following minimum square footage requirements, excluding porches, carports, garages, breezeways, attic, basements, etc., except for the existing house on lot #134.

- (a) **One Story:** One (1) floor plan residence, 1600 square feet on the main floor.
- (b) **One 1/2 story:** One and one-half (1-1/2) story floor plan residence, 1200 square feet on the main floor, with a minimum of 2,000 square feet total.
- (c) **Two Story:** Full two (2) story residence, a minimum of 1050 square feet on the main floor with a minimum of 2100 square feet total.
- (d) **Bi-level:** Bi-level floor plan residence, 1600 square feet on the main floor, with a minimum of 2500 square feet total.
- (e) **Tri-level:** Tri-level floor plan residence, minimum of 2200 square feet, combined total of the three (3) levels.

**6.) Building material & architectural requirements:**

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

However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, dri-vet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve the use of other exterior building materials. At a minimum brick or stone must be present on the front and sides of all homes, and shall be approved with plans.

**(a) Roof pitch:**

The minimum pitch of any roof shall be 7/12. The roof pitch of any porch, bay window, box window, or similar structure is excluded from this requirement.

**(b) Similar exterior designs:**

No two houses can be built next to each other if their design is identical or nearly identical. Developer reserves the right to disapprove of any house that is similar to the nearest two neighboring homes on the same side of the street.

**7.) Building lines:**

The front of all residences, including all bays, porches, etc., shall be restricted to the front building line (marked on recorded plat), and shall be a minimum of 20 feet from each side line.

**8.) Mailbox requirements:**

A standard mailbox and paper holder selected by the developer shall be placed at lot owner's expense. See developer for approved mailbox information.

**9.) Approval of plans:**

No excavation or construction shall begin and no improvements, structures or other appurtenances shall be placed, constructed or permitted to remain upon any lot in Heritage Place, until the plans (including all materials) shall have been first submitted to and approved by the developer. Developer reserves the right to approve or disapprove, in its sole discretion, the architectural design of any building or structure (see item 6), and this approval shall be in writing. The term "appurtenances" shall mean anything placed, constructed or permitted to remain upon any such lot. Approval granted hereunder shall be void after six (6) months unless renewed or construction is commenced in accordance with said plans.

**(a) Approval of plans for other structures (additions, outbuildings, etc):**

Plans for any additions to a residence, or for the construction of barns or any other outbuildings shall also be submitted to the developer for approval. The developer, in its sole discretion, may approve or disapprove the style, location, type, size or construction of any such structure. No structure shall be constructed on any lot unless it conforms to all the restrictions contained herein and to all regulations affecting the use and occupancy of said property.

All outbuildings shall be neat and attractive in appearance and similar in design to the residence. The exterior of the outbuilding must be a close match to the exterior of the residence (example: If the house has a stone front then the outbuilding must have a stone front).

It is further provided that all structures and related landscaping, including tennis courts and swimming pools, shall be completed within twelve months from the time construction commences.

**(c) Intent of the plan approval process:**

It is the intent of these provisions to insure that the residences and all improvements placed upon any lot shall be suited to the size on which placed, and in harmony with the overall scheme of the subdivision and the character and

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design of improvements placed upon other lots in Heritage Place. Any approval or disapproval made by the developer, unless arbitrarily or capriciously made for reasons other than as stated herein, shall not be overruled by any tribunal.

**10.) Creation & maintenance of proper drainage:**

The builder or owner of any lot shall be required to grade lot so that cross-lot drainage is in conformance with the approved composite drainage plan for the subdivision with all drainage from lot being directed to a public drainage facility in an easement or right-of-way. Where required, a minimum 15 inch diameter 20 foot metal pipe shall be used for driveway entrances. If the developer shall for any reason be required to correct drainage defects created by the builder or homeowner, any cost associated with such correction shall be paid promptly to the developer. Such collections, if necessary, shall be made in the small claims court of Oldham County.

No owner of a lot shall permit any stream, creek, drainage ditch or culvert located upon or in the right of way adjacent to his lot, to become filled in, obstructed or damaged in any way which will prevent the normal flow and drainage of water. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot. Builders and/or lot owners shall maintain proper erosion and silt control during the construction of the residence and its landscaping. The damming of any stream or creek shall be prohibited, unless approved by the developer. No fences or structures of any kind shall be built in a drainage way where they obstruct the normal flow of water.

**(a) Lake maintenance:**

Each of the 5 lots that touch on the lake located on Baker Drive own part of the lake. The maintenance and upkeep of the lake shall be shared equally between the 5 lot owners. A three vote majority will rule if there is any dispute over needed maintenance.

**11.) Pets:**

No animals or livestock, other than ordinary household pets, and no animals of any description, which constitute a nuisance or a threat or danger to persons or property shall be kept on any lot, nor shall animals of any description be kept for boarding, breeding, or commercial purposes.

**12.) Garages:**

All residences must have an attached or built-in garage which shall accommodate at least two (2) automobiles. All garages must be open to the side or rear of the residences, except that the developer may permit a garage to open to the front of the residence, if, in the developer's sole judgment, such opening is justified by the physical considerations of the lot.

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**13.) Road Maintenance Assessment:**

It is understood that the responsibility for the maintenance of the subdivision roads will be assumed by the county upon their completion and upon the approval and acceptance by the Oldham Fiscal Court. If for any reason this responsibility is not assumed by the county or some other governmental agency, or if after assuming such responsibility, the county or governmental agency relinquishes such responsibility or fails to properly carry out such responsibility, developer, its successors or assigns, may assess annually a road maintenance fee for a sum not to exceed \$100.00 annually for each unimproved lot and \$250.00 annually for each improved lot. Proceeds from said annual assessment shall be expended as stated herein at the discretion of the developer, its successors or assigns. These charges shall be prorated to the time of purchase of said lot and/or commencement of construction. The foregoing assessments shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage or vendor's lien on each lot and developer hereby subordinates same. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads is assumed by Oldham County or some other public authority. In the event that a public authority becomes responsible for the roads and roadways, then the monies in the road maintenance fund, unless otherwise required by law, shall be transferred to the trustees/directors or a homeowners' association and may then be used as otherwise provided herein. The developer shall not be responsible for the payment of any such charges.

It is further understood and agreed that all lots in the subdivision shall be assessed by the developer or the homeowners' association annually for general maintenance and beautification as set forth in item 23 or item 24 of these Restrictions. The foregoing annual charge shall constitute a lien upon each lot until paid; however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot, and the developer hereby subordinates the same. It is understood and agreed that the aforementioned assessment will continue until the responsibility for all items for which such funds are expended are assumed by Oldham County or some other public authority.

**14.) Trash / Debris:**

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall be kept in sanitary containers, and removed from lot on a regular basis.

**15.) Signs:**

No commercial advertising shall be allowed within the subdivision, except that one sign for advertising the sale or rent of the property shall be permitted.

**16.) Storage of building materials:**

Building materials shall not be stored on a lot prior to construction for a period of more than ninety (90) days without the permission of the developer.

**17.) Damage due to construction:**

All construction shall be confined to the boundaries of the lot under construction, and the owner and/or builder will be liable for damages to any other lot or roads that may be damaged.

**18.) Landscaping requirements:**

All lots shall be properly cut and/or weeded and maintained. The developer reserves the right to approve or disapprove the general appearance or condition of any lot. If any owner fails to maintain a lot, the developer reserves the right to mow or perform other necessary services on same and charge the owner a reasonable cost for the work, which charge shall constitute a lien upon the property until the obligation is paid; however, this lien shall be second and inferior to any valid mortgage or vendor's lien against any lot, and the developer hereby subordinates the same.

**(a) Tree & shrub requirement:**

All homeowners shall plant and maintain a minimum of (1) one hardwood tree in the front yard with a trunk diameter of at least 2". All homeowners shall plant and maintain a minimum of 10 (ten) perennial shrubs along the front of the home. Said tree and shrubs must be planted within 6 six months of completion of the home.

**(b) Vegetable Gardens:**

May only be grown behind a home and not in the side or front yard.

**19.) Commercial vehicle, camper, boat, etc. storage:**

No trailer, mobile home, motor home, truck, inoperable vehicle, motorcycle, commercial vehicle, camper trailer, camping vehicle (including an R.V.) or boat shall be parked or kept on any lot any time unless housed properly in a garage or basement. No vehicle designed or intended for use or customarily used principally for commercial or recreational purposes nor any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use shall be parked, stored, kept or left standing upon any lot or street, except in the case of commercial vehicles during periods when actually necessary for furnishing of services to the owner or owners of lots in said subdivision. No vehicle shall be continuously or habitually parked on any street or public right of way.

**20.) Use of go-carts, motor bikes, etc:**

No motorcycle, motor bike, motor scooter, mini bike, go-cart or any other motor driven vehicle of a similar nature shall be operated or driven off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets in such a manner as to cause a nuisance, and same shall be equipped with a lawful, suitable and efficient muffler at all times. All state, county, and local ordinances shall be observed.

**21.) Swimming pools, clothes lines, antennae, fences, etc:****(a) Swimming pools:**

No swimming pools (except small children's toy pools) shall be erected or placed on any lot without prior approval by the developer. Approval for swimming pools shall be within developers sole and absolute discretion and may be arbitrarily and unreasonably withheld. Above ground pools will not be allowed.

**(b) Clothes lines:**

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

**(c) Antennae / Satellite dishes:**

No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design or placement shall be approved by developer, which approval shall be within its sole discretion and may be arbitrarily and unreasonably withheld.

**(d) Fences / Retaining walls:**

No fence or wall structure or other improvements shall be erected, placed or altered on any lot until the construction plans, and/or specifications, shall have been first approved by the developer. Unless developer determines that it is architecturally appropriate or made necessary by the contours of the lot (as in the case of a retaining wall) no fences or wall of any nature may extend toward the front or street side property line beyond the front or side wall of the residence. All fence materials and design of same must be approved by the developer, provided, however, that chain link fences shall not be permitted. All fences must be plank, picket, or wood rail. No fence shall exceed the height of 60 inches. All lots adjacent to a lake or pond must keep fences below 48" in height.

**(e) Lawn Ornaments:**

Objects made of concrete, glass, metal, wood, plastic, etc, used for the purposes of lawn ornamentation may only be placed behind a home and not in the side or front yard.

**(d) Playground equipment:**

Swing sets, jungle gyms, play houses, children's wading pools, and other similar equipment for use by children must be placed behind a home, and not in the side or front yard.

**22.) Duty to repair and rebuild:**

(a) Each owner of a lot shall, at his sole cost and expense, keep his residence under normal repair, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty, or shall promptly clear the lot of all debris, and shall restore the lot as close as possible to its original condition.

**23.) Homeowner's Association:**

There is hereby created the Heritage Place Homeowners' Association ( the "Association"). Every owner of a lot in Heritage Place shall be a member of the Association, and automatically by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of the Association. This organization, upon assignment by developer, shall administer the road maintenance fund (if necessary) as established in Item 13 herein. Members, upon request of developer (and if not already organized) shall formally organize and shall abide by the Association's by-laws, rules and regulations and shall pay any fees or assessments as are established. Any existing road fund or other assessment as provided for by these Restrictions may be transferred to the Association. Additionally, said Association may assess its own fees for those items as stated herein in Item 24 to properly cover the necessary expenses for same. Members of the Association shall have one vote per lot as shown on the recorded plat of the subdivision; provided, however, that such vote is subject to any limitation and rules as established by the Association. The owners of each lot shall determine how the vote is to be cast. The object and purposes of the Association shall be to promote the general welfare and serve the common good of its members and the residents of Heritage Place and may include maintenance and repair of streets, lights, watering systems, sidewalks, storm drain entrances, retention or detention basins, performance of snow removal, and the acceptance of any open space for the purposes of operation, maintenance, protection, and repair.

**24.) Entryways and other common facilities:**

The developer shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency or which it may deem reasonable and necessary for the general health, safety, welfare or convenience of the residents and owners of Heritage Place. Such common facilities shall include, but not be limited to, street lighting, entrance lighting, watering systems, street signs, flowers, shrubbery and maintenance of same. The developer, its successors or assigns, may establish such assessment as deemed necessary to cover the maintenance and use of such facilities. The foregoing charges as well as any assessments listed in Item 13 shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage or vendor's lien against any lot, and the developer hereby subordinates same.

**25.) Unpaid Dues:**

All assessments or fees (including those assessed by any homeowners association) not paid when due shall bear interest at the legal rate as provided by law.

**26.) Amendments of restrictions:**

During the first ten (10) years from the date hereof, these restrictions may be altered or abolished by an agreement between the developer and the owners of 51% of the total lots in the subdivision (including those owned by the developer), acknowledged and recorded as a Deed of Conveyance, and such alteration or abolition shall thereafter be binding upon all owners of the lots in the subdivision. After ten (10) years, any of the restrictions may be altered or abolished by the owners of 51% of the lots in the subdivision, acknowledged and recorded as hereinabove stated.

**27.) Enforcement of Restrictions:**

These restrictions may be enforced by any of the following individuals or entities: lot owner, subdivision association; taxing district for the subject property (if permitted by law); the developer, its successors or assigns, and any lot owners of Heritage Place which is or becomes part of this common scheme of development. Failure to enforce, either promptly or otherwise, any of the restrictions or covenants contained herein or as shown on the recorded Plat, shall not be deemed a waiver of the right to enforce thereafter, and the invalidation of any of the covenants or restrictions contained herein by Judgment of any competent Court shall not affect any of the other restrictions and covenants, which shall remain in full force and effect.

The cost of enforcing any of these restrictions, including a reasonable attorney fee, shall be awarded at the discretion of the Court, to the prevailing party.

