

DECLARATION OF RESTRICITONS

AFFECTING

EWING PLACE SUBDIVISION SECTION 3

WITNESSETH:-- THAT WHEREAS, KOSMAR, INCORPORATED, a Corporation, is the owner of the following described property located in Jefferson County, Kentucky, to-wit:

A tract of land subdivided into a subdivision and known as Ewing Place, Section 3, plat of which is of record in Plat and Subdivision Book 32 Page 3884. In the office of the Clerk of the County Court of Jefferson County, Kentucky.

WHEREAS, the said KOSMAR, INCORPORATED, a Corporation, desires to protect said property by appropriate restrictions;

NOW, THEREFORE, KOSMAR, INCORPORATED, a Corporation, does hereby impose upon said property and make same subject to the following restrictions:

( 1 ) No building shall be erected, placed or altered on any building lot in this subdivision until building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony or external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Secretary-Treasurer of Kosmar, Incorporated, a Corporation. The right is hereby reserved by the Secretary-Treasurer of Kosmar, Incorporated, a Corporation, to transfer and assign this right to approve plans and specifications as hereinabove set out, to a neighborhood committee consisting of Lot Owners in said subdivision.

( 2 ) Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.

( 3 ) The property shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any portion of said property other than one single family residence with attached, semi-attached, or detached garage for not more than two cars.

( 4 ) No noxious or offensive trade or activity shall be carried on upon the property herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

( 5 ) No building, exclusive of stoops or open porches, shall be located nearer to the front property line or nearer to the side lines of any tract than the distance prescribed by the present existing regulations of the Louisville Planning and Zoning Commission as shown by the building limits on the plat of Ewing Place Subdivision Section 3.

( 6 ) Any lot which as a drainage easement on the lot, the lot owner will be required to maintain this drainage easement and keep it in good repair, so that it functions properly. The lot owner whose lot abuts on a drainage easement shall keep this drainage easement in good repair so that it functions properly. This restriction applies on every lot in Section 3.

( 7 ) The ground floor area shall be a minimum 1,000 square feet on a full two-story house. The ground floor area shall be a minimum 1,500 square feet on a one-story house with no residential area on the second floor. The ground floor area shall be a minimum 1,000 square feet on a Cape Cod type house where there is a living area with approximately two bedrooms on the first floor and two bedrooms and a bath on the second floor. There must be a bath on the second floor on all Cape Cods. The total floor area shall be a minimum 2,000 square feet on a bi-level. This counts the actual living area.

( 8 ) All garages shall be either frame, brick or stone, or a combination of same, and may be attached or semi-attached to the house. If detached from the house, the garage must be erected on the rear of the lot, but not on any public utility easement as shown on the plat of said subdivision.

( 9 ) No trailer, basement only, tent, shack, garage, large cruiser, boat, barn or other buildings shall be erected, parked or stored on any lot in said subdivision, nor shall any structure of any temporary character be used as a residence. No trailer shall be parked on any lot at any time and no house shall be moved from any location onto any lot at any time in this subdivision. No commercial vehicles such as trucks, etc., may be housed or maintained on these lots.

( 10 ) No fence may be built on any lot over four feet in height, nor closer to the front line of lot than front line of house. Fences are to be of wire, boards or pickets. Board fences are to consist of not more than three boards, not wider than ten inches, and to be equally spaced. Picket fences to have spaces between pickets equal to width of pickets.

( 11 ) As construction on each lot is completed, sod shall be placed from the edge of the paved street to six feet beyond the rear of the building line of the main

residence and across the entire width of the lot. Rear yards shall be finished, graded and either seeded or sodded.

( 12 ) No storm water or underground water will be connected to or no storm or underground water will be introduced into said sanitary sewer; the house connections within the private property will be made with water-tight joints. Jampac Corporation, who operates the sewage treatment plant, sets the monthly sewer charges each householder must pay monthly, according to a Kosmar, Incorporated-Jampac Corporation Sewer Agreement dated the 11<sup>th</sup> day of December, 1970.

( 13 ) No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

( 14 ) Sidewalks shall be constructed in front of each and all lots within a reasonable time after the lot is purchased from Kosmar, Incorporated, a corporation, or upon request of Kosmar, Incorporated, a corporation, so as to provide access to adjoining sidewalks and also provide a continuous walkway throughout the entire subdivision. On corner lots, sidewalks shall be built parallel with any adjoining roads, pursuant to time provisions above. Sidewalks are to be built in accordance with the regulations of Jefferson County. They shall be constructed of four-inch Portland cement concrete, 4 feet 6 inches wide in front of each lot. Sidewalks shall be installed to provide proper and adequate drainage. The rear edge of the sidewalks to be on the front boundary line of each lot, with the exception of the cul-de-sac lots. On cul-de-sac lots, sidewalks will join curbs.

( 15 ) All driveways shall be of black-top construction or better, extending from the rear edge of the sidewalk to the rear of the house; they shall be built to the following specifications: Width, nine feet, from the front of the house to the sidewalk, and from the front of the house to the rear of the house, nine feet. The driveway shall be of asphaltic concrete or concrete. Each lot owner further agrees to construct a driveway apron to the following specifications: material six inches thick Portland cement concrete, beginning at sidewalk nine foot minimum width flared in straight lines to sixteen foot minimum width at intersection with street paving, or concrete curb. Driveways and aprons to be built in accordance with the regulations of the City of Louisville and Jefferson County.

( 16 ) A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

( 17 ) No chickens, ducks, geese or other fowl and no swine, cattle, goats or other like animal or animals shall be kept on any lot.

( 18 ) No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

( 19 ) On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas & Electric Company (from Louisville Gas & Electric's pedestal at property line throughout length of service line to customer's building) : and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective lot owner upon which the said service line is located.

( 20 ) The electric and telephone easements shown on the aforesaid plat of Ewing Place Section 3 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 and Telegraph Company.

( 21 ) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

( 22 ) 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.

( 23 ) Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

( 24 ) The developer reserves the right to keep lots mowed and in presentable condition at the owner's expense.

( 25 ) These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by Kosmar, Incorporated, a corporation, which other property may be and remain unrestricted.

( 26 ) Commencing January 1, 1981, all occupied lots in this subdivision shall be subject to an annual maintenance charge of \$12.00 per each lot. The amount will be due and payable on the 1<sup>st</sup> day of January of each year and will be payable to Kosmar, Incorporated. The amount so collected shall be expended for the purpose of keeping up and maintaining the streets, sewage, drainage, and keeping the water turned on in fire hydrants, paying for electricity used in keeping the street lights illuminated or subdivision entrance illuminated and for the general maintenance of said subdivision, periodically cutting grass on the vacant lots, keeping trees trimmed, and in general caring for the needs and beautification of said subdivision.

a. The maintenance payments aforementioned shall not under any circumstances, constitute a lien or encumbrance upon or against the real estate notwithstanding the fact that any of the aforesaid payments may be delinquent.

b. It is further provided that Kosmar, Incorporated, may assign the foregoing maintenance fund or the handling and control of same to a group of three (3) residents of said subdivision who shall constitute a committee to collect and expend said maintenance fund. At this time said Kosmar, Incorporated shall designate the method of handling and the general control of said fund and the qualifications of said Committee members.

IN TESTIMONY WHEREOF, witness the signature and corporate seal of KOSMAR, INCORPORATED, a corporation, by its proper officer duly authorized thereto, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

KOSMAR, INCORPORATED

BY: \_\_\_\_\_

R. W. Marshall  
Secretary-Treasurer

STATE OF KENTUCKY    )  
                                  )  
COUNTY OF JEFFERSON )       SS

I, the undersigned Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Restrictions was produced by me in said State and County by R. W. Marshall, who as Secretary-Treasurer of Kosmar, Incorporated, a corporation, acknowledged and delivered same to be the act and deed of said corporation.

WITNESS my hand this 16<sup>th</sup> day of May, 1977.

My commission expires: \_\_\_\_\_.

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NOTARY PUBLIC, JEFFERSONCOUNTY, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY  
F. H. THIEMANN, JR., ATTORNEY,  
1902 KENTUCKY HOME LIFE BUILDING  
LOUISVILLE, KENTUCKY 40202

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