# GLENVIEW HILLS SUBDIVISION, SECTION NO. 2-A Plat and Subdivision Book 23, Page 76

Restrictions, stipulations, reservations, and provisions concerning an annual maintenance charge, recorded October 6, 1966, in Deed Book 4071 Page 146, which do not contain a reversionary clause, a race limitation, the lien to secure the maintenance charge in the amount of \$20.00, beginning January 1, 1967, being inferior to any mortgage or purchase money lien, but do provide that improvements in violation of paragraph #3 shall not be permitted to remain.

Deed book 4071 Recorded October 6, 1966 11:21 am dated September 23, 1996

The word GRANTOR, when used herein, shall be held to mean THE WHITNELL CORPORATION, A Kentucky corporation, and its respective successors and assigns.

NOW THEREFORE, THE WHITNELL CORPORATION does hereby Impose upon said property and make same subject to the following restrictions:

1/ Commencing January 1, 1967, all lots in this Section No. 2-A shall be subject to an ANNUAL MAINTENANCE CHARGE OF \$20.00 each. This amount will be due and payable on the first day of January each year and will be payable to THE WHITNELL CORPORATION. The amount so collected shall be expended for the purpose of keeping up and maintaining streets, drainage, keeping the water turned on in fire hydrants, periodically cutting grass on vacant lots, keeping trees trimmed and in general caring for the needs and beautification of said subdivision.

The above maintenance charge of \$20.00 per-lot, if not paid within thirty (30) days after same shall become due (namely January 1<sup>st</sup> of each year, beginning January 1, 1967) shall, together with six (6%) percent interest, become a lien on said property, excepting that said lien shall be subordinate and inferior to the lien of any mortgage or purchase money against said property.

IT IS FURTHER PROVIDED that THE WHITNELL CORPORATION may assign this fund or the handing of this ANNUAL MAINTENANCE CHARGE, to a group of five (5) residents or lot owners of said Section No. 2-A, who shall constitute a Committee to collect and expend said maintenance charge.

2/ 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 of external design with existing structures in the Subdivision, as to location of the buildings with respect to topography and finished ground elevation by THE WHITNELL CORPORATION. The right is hereby reserved by THE WHITNELL CORPORATION. The right is hereby reserved by THE WHITNELL CORPORATION to transfer and assign this right to approve plans and specifications, as hereinabove set out, to a neighborhood committee consisting of three (3) lot owners in said Subdivision.

- 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 dwelling with attached or semi-attached private garage.
- 4/ 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 and Jefferson County Planning and Zoning Commission as shown by the building limits on the plat of GLENVIEW HILLS SUBDIVISION, SECTION No. 2-A. In the event of a change in the 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 lines for same in the conveyance of lot of lots where such a change is desired by them.
- The floor area of a one-story house shall be a minimum of 2000 sq. ft. The first floor area of a two-story house shall be a minimum of 1200 sq. ft. second floor shall have like amount. Open porches and attached garages are not to be included in computing floor area. The first floor of a one and one-half story house shall be a minimum of 1400 sq. ft. with at least 900 sq. ft. of floor space finished on the second floor. The plans of each residence and/or garage, showing the plan type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by THE WHITNELL CORPORATION or the committee provided for in Section (2) hereof (if such committee has become effective), however should the plans and specifications meet the requirements of this Deed of Restrictions, approval shall not be unreasonably withheld.
- 6/ The exterior of the main dwellings shall be only of brick, brick-veneer, stone, or frame, or a combination of same.
- 7/ All garages shall be either brick, brick-veneer, stone or frame, or a combination of same, and must be attached or semi-attached to the house and be of the same material and design of said house.
- 8/ All driveways shall be a minimum of nine feet in width and shall be of approved macadam or concrete construction from the street to at least a point on a line with the entrance to said garage.
- 9/ Roof on each and every building shall be of asphalt, tile or material approved by Fire Underwriters.
- 10/ A perpetual easement is reserved on each lot as shown on plat for public utility installation, drainage and maintenance.

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- Residences erected on corner lots may face and have entrance on either street at the election of the Whitnell Corporation of the committee provided for in Section (2) hereof.
- 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. No outside clothes line shall be installed on any lot.
- No trailer, basement, tent, shack, garage, barn or other building erected or placed in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer or boat shall be parked on any lot at any time, nor shall same be parked on any street in the Subdivision for a period in excess of twenty-four (24) hours in any one calendar year.
- No fence of any nature may be extended toward the front property line beyond the front wall of the residence; any fence used must be conform with the character of the Subdivision, and shall not exceed 60 inches in height. All such fences are to be approved in the same manner as the residence plans. See Section 5.
- No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.
- No commercial vehicle such as trucks, etc. may be housed or maintained on these lots or on the streets of said Subdivision.
- No City of Municipality shall be formed during the development of this Subdivision, unless approved by the WHITNELL CORPORATION.
- No signs shall be permitted on the property, house numbers and name-plates excepted, and except those to THE WHITNELL CORPORATION may deem fitting, except Doctors or Dentists having their office in their home may be permitted to have name-plates on their residences.
- 19/ No surface water shall be drained into the sanitary sewer lines and said sanitary sewer lines shall be used exclusively for sanitary sewers. The owner of said lots shall be subject to the sewer charge as set by the Metropolitan Sewer District or any private corporation running sold sewers, and in accordance with the trust agreement providing for said charges. The sewer charges, if not paid when due, shall become and constitute a lien on said property.
- 20/ THE WHITNELL CORPORATION, its successors and assigns, reserves the right to keep lots mowed and in presentable condition at the owner's expense, and all lots shall be mowed at least twice during the period from June 1 to August 31 of each year.
- 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 (10) years unless an Instrument signed by three-fourths of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, and the failure on any one or more occasions to enforce said covenants or restrictions shall not be considered a waiver or construed as permission to violate said covenants and restrictions.

- 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 judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 24/ The restrictions do not extend or apply to any other property that is owned or may be acquired by the WHITNELL CORPORATION, which other property may be and remain unrestricted.

#### THIS DEED WAS PREPARED BY

/s/ Marvin M. Sotsky
MARVIN M. SOTSKY
1106 Kentucky Home Life Bldg.
Louisville, Kentucky 40202

PHONE: 584-5265

#### **DECLARATION OF RESTRICTIONS**

## **FOR**

### GLENVIEW HILLS SUBDIVISION – SECTION NO. 2-B

THIS DEED OR DECLATION OF RESTRICTIONS BY THE WHITNELL CORPORATION, A KENTUCKY CORPORATION, CHARLES F. WOOD and JANE H. WOOD, his wife,

WITNESSETH: THE WHITNELL CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, CHARLES F. WOOD and JANE H. WOOD, his wife, have filed in the Jefferson County Court Clerk's Office, a plat of a subdivision known as GLENCIEW HILLS SUBDIVISION, SECTION NO. 2-B, and in order that the property in said subdivision owned by them may be improved and beautified, and may blend harmoniously to the eye, and may have a use and be used so as to enhance its desirability, for residential purposes, do hereby impose on all the property in said subdivision now owned by them, except lot 120, which is expressly excluded from any and all restrictions and provisions hereinafter set out, the following restrictions, for protection and conservation of value, as to its use and improvements, all of which shall be observed by the grantees, his, her, their or its successors, heirs and assigns. Above plat recording in the Office of the County Clerk, Jefferson and made subject to the following restrictions:

(1) Commencing January 1, 1969, all lots in this Section No. 2-B shall be subject to an ANNUAL MAINTENANCE CHARGE of \$20.00 each. This amount will be due and payable on the first day of January each year and will be payable to THE WHITNELL CORPORATION. The amount so collected shall be expended for the purpose of keeping up and maintaining

streets, drainage, keeping the water turned on in fire hydrants, periodically cutting grass on vacant lots, keeping trees trimmed and in general caring for the needs and beautification of said subdivision.

The above maintenance charge of \$20.00 per-lot, if not paid within thirty (30) days after same shall become due (namely January 1<sup>st</sup> of each year, beginning January 1, 1969) shall, together with six (6%) percent interest, become a lien on said property, excepting that said lien shall be subordinate and inferior to the lien of any mortgage or purchase money against said property.

IT IS FURTHER PROVIDED that THE WHITNELL CORPORATION may assign this fund or the handing of this ANNUAL MAINTENANCE CHARGE, to a group of five (5) residents or lot owners of said Section No. 2-B, who shall constitute a Committee to collect and expend said maintenance charge.

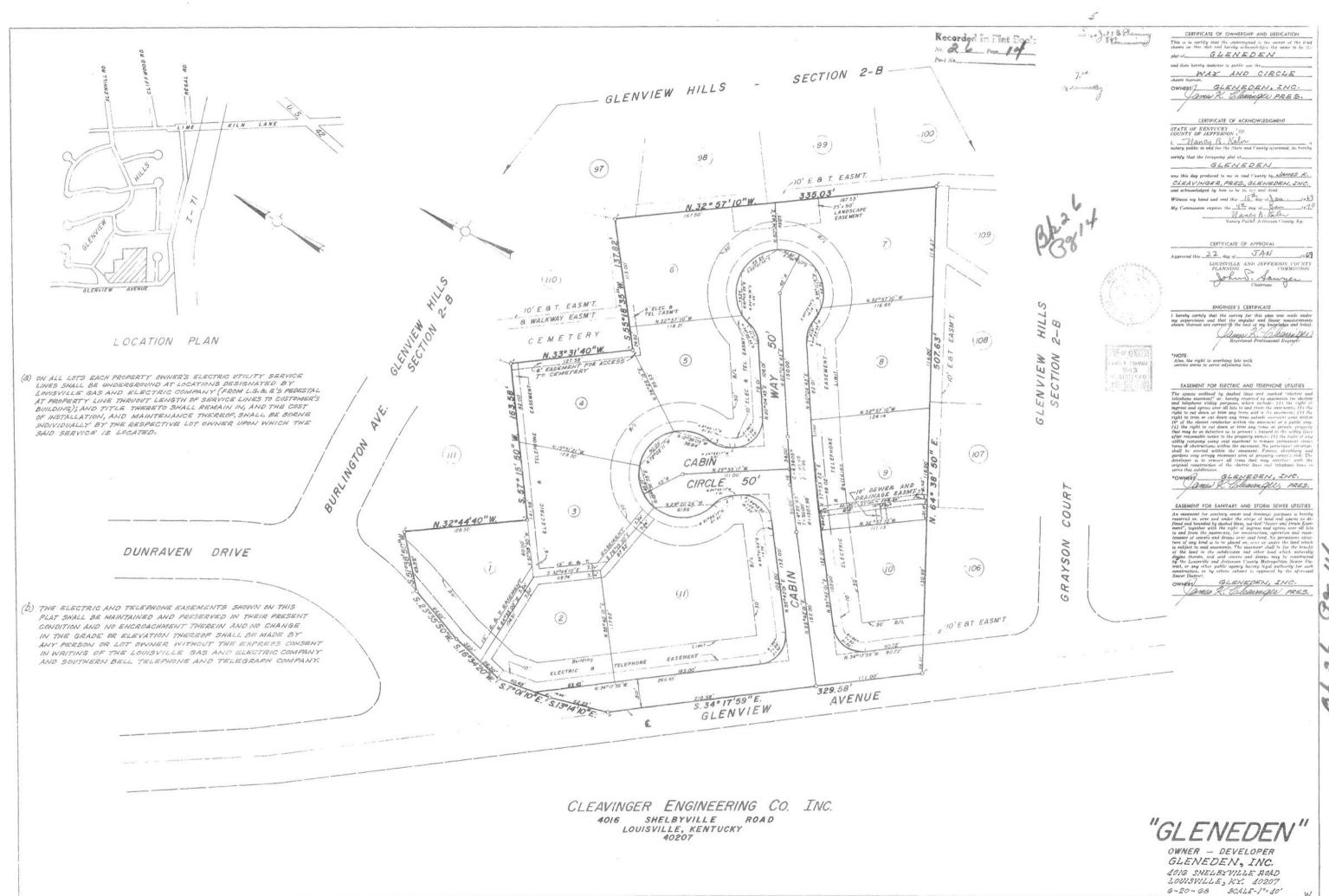
- (2) No building shall be erected, placed or altered on any building lot in this Subdivision until building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, as to location of the buildings with respect to topography and finished ground elevation by THE WHITNELL CORPORATION. The right is hereby reserved by THE WHITNELL CORPORATION. The right is hereby reserved by THE WHITNELL CORPORATION to transfer and assign this right to approve plans and specifications, as hereinabove set out, to a neighborhood committee consisting of three (3) lot owners in said Subdivision.
- (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 dwelling with attached or semi-attached private garage.
- (4) 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 and Jefferson County Planning and Zoning Commission as shown by the building limits on the plat of GLENVIEW HILLS SUBDIVISION, SECTION No. 2-B. In the event of a change in the 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 lines for same in the conveyance of lot of lots where such a change is desired by them.
- (5) The floor area of a one-story house shall be a minimum of 2000 sq. ft. The first floor area of a two-story house shall be a minimum of 1200 sq. ft. second floor shall have like amount. Open porches and attached garages are not to be included in computing floor area. The first floor of a one and one-half story house shall be a minimum of 1400 sq. ft. with at least 900 sq. ft. of floor space finished on the second floor. The plans of each residence and/or garage, showing the plan type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by THE WHITNELL CORPORATION or the committee provided for in Section (2) hereof (if such committee has become effective), however should the

plans and specifications meet the requirements of this Deed of Restrictions, approval shall not be unreasonably withheld.

- (6) The exterior of the main dwellings shall be only of brick, brick-veneer, stone, or frame, or a combination of same.
- (7) All garages shall be either brick, brick-veneer, stone or frame, or a combination of same, and must be attached or semi-attached to the house and be of the same material and design of said house.
- (8) All driveways shall be a minimum of nine feet in width and shall be of approved macadam or concrete construction from the street to at least a point on a line with the entrance to said garage.
- (9) Roof on each and every building shall be of asphalt, tile or material approved by Fire Underwriters.
- (10) A perpetual easement is reserved on each lot as shown on plat for public utility installation, drainage and maintenance.
  - (11) Residences erected on corner lots may face and have entrance on either street at the election of the Whitnell Corporation of the committee provided for in Section (2) hereof.
- (12) 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. No outside clothes line shall be installed on any lot.
- (13) No trailer, basement, tent, shack, garage, barn or other building erected or placed in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer or boat shall be parked on any lot at any time, nor shall same be parked on any street in the Subdivision for a period in excess of twenty-four (24) hours in any one calendar year.
- (14) No fence of any nature may be extended toward the front property line beyond the front wall of the residence; any fence used must be conform with the character of the Subdivision, and shall not exceed 60 inches in height. All such fences are to be approved in the same manner as the residence plans. See Section 5.
- (15) No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.
- (16) No commercial vehicle such as trucks, etc. may be housed or maintained on these lots or on the streets of said Subdivision.
  - (17) No City of Municipality shall be formed during the development of this

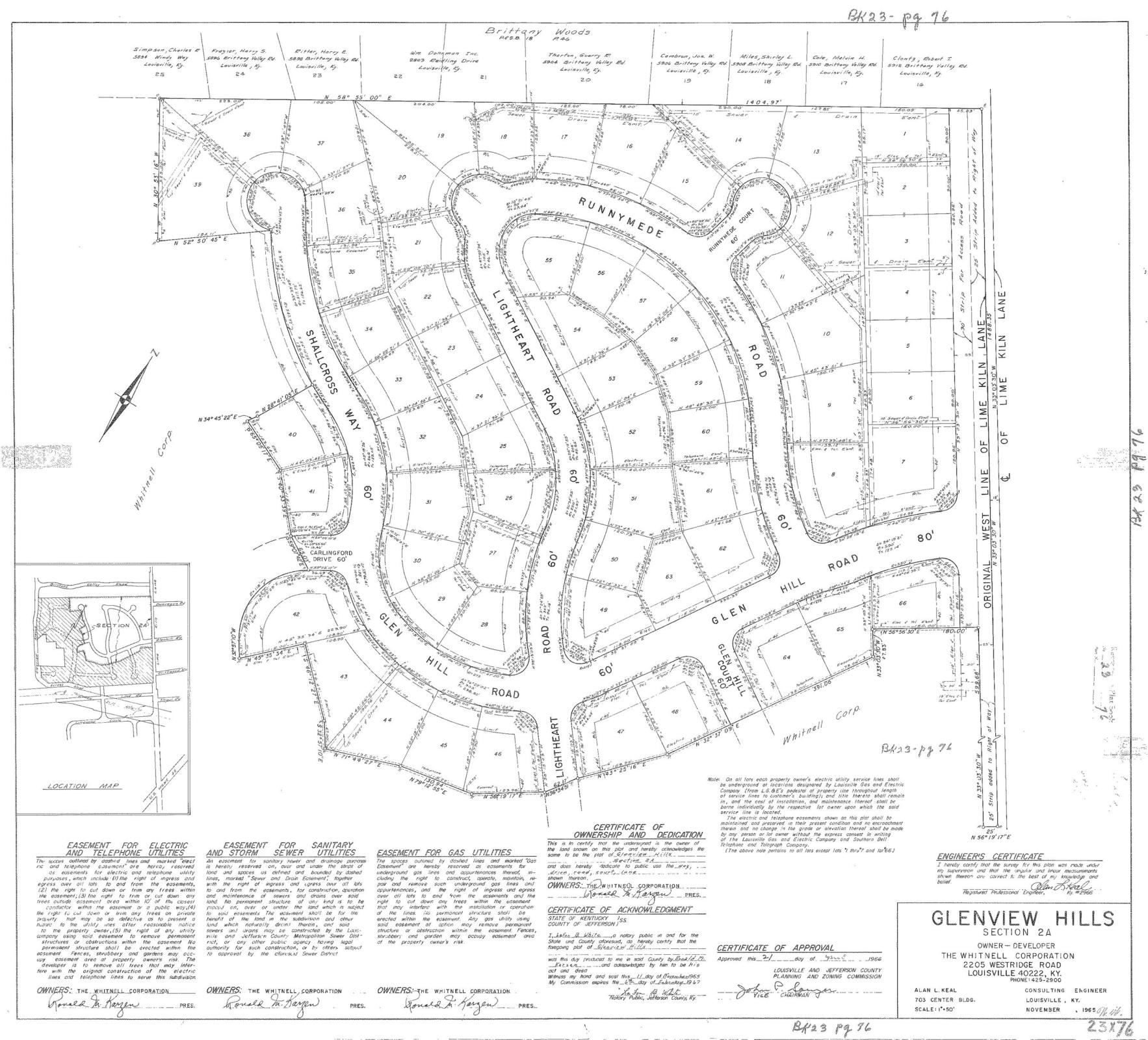
Subdivision, unless approved by the WHITNELL CORPORATION.

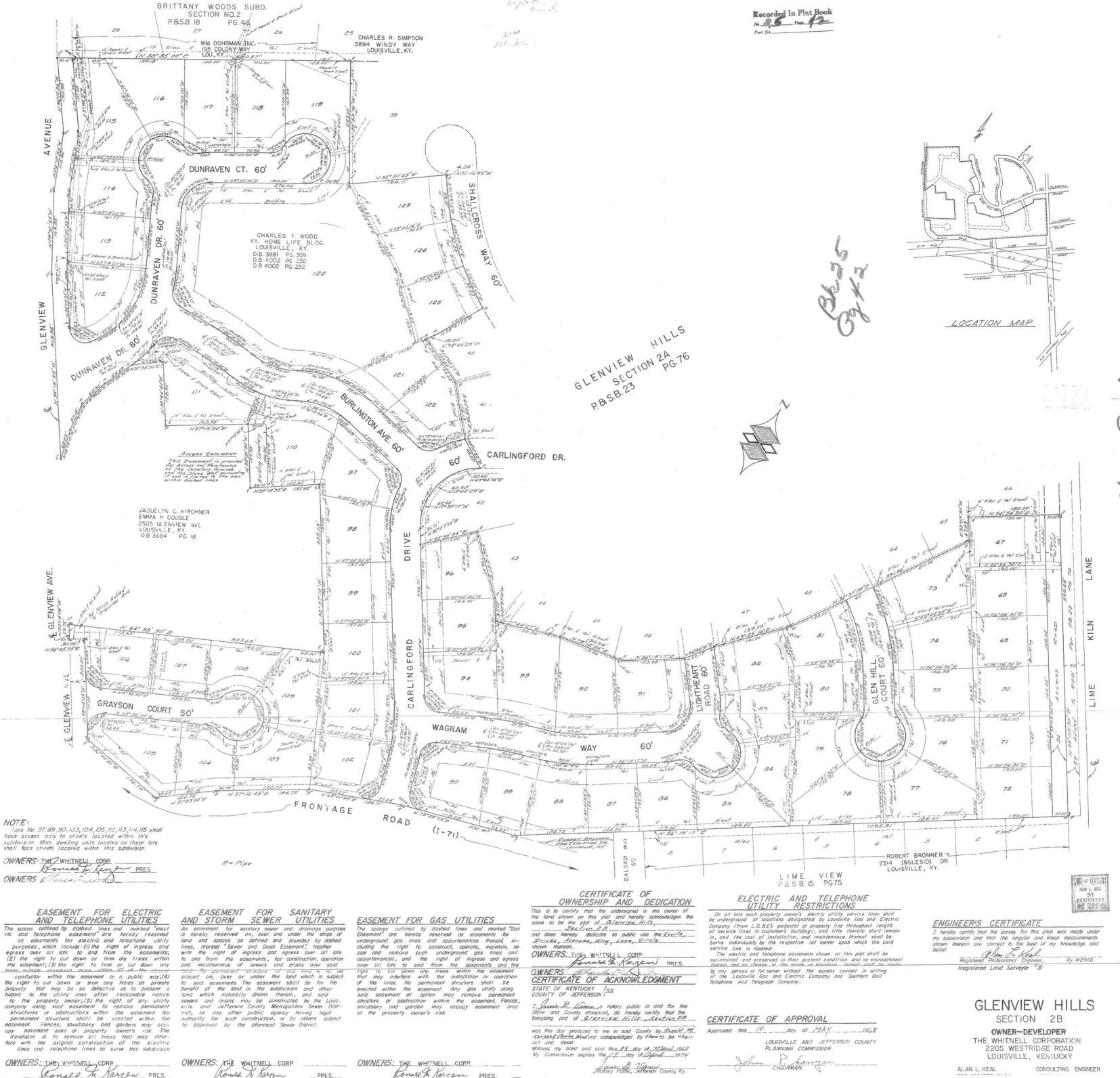
- (18) No signs shall be permitted on the property, house numbers and name-plates excepted, and except those to THE WHITNELL CORPORATION may deem fitting, except Doctors or Dentists having their office in their home may be permitted to have name-plates on their residences.
- (19) No surface water shall be drained into the sanitary sewer lines and said sanitary sewer lines shall be used exclusively for sanitary sewers. The owner of said lots shall be subject to the sewer charge as set by the Metropolitan Sewer District or any private corporation running sold sewers, and in accordance with the trust agreement providing for said charges. The sewer charges, if not paid when due, shall become and constitute a lien on said property.
- (20) THE WHITNELL CORPORATION, its successors and assigns, reserves the right to keep lots mowed and in presentable condition at the owner's expense, and all lots shall be moved at least twice during the period from June 1 to August 31 of each year.
- (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 (10) years unless an Instrument signed by three-fourths of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, and the failure on any one or more occasions to enforce said covenants or restrictions shall not be considered a waiver or construed as permission to violate said covenants and restrictions.
- (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 judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- (24) The restrictions do not extend or apply to any other property that is owned or may be acquired by the WHITNELL CORPORATION, CHARLES F. WOOD and JANE H. WOOD, his wife, which other property may be and remain unrestricted.



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Ronald M. Karson PRES.

CONSULTING ENGINEER ALAN L. KEAL