

SUPPLEMENTARY DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
GLENMARY EAST SUBDIVISION, SECTION I & II

PLAT AND SUBDIVISION BOOK 44, PAGE 73
PLAT AND SUBDIVISION BOOK 43, PAGE 77
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY EAST SUBDIVISION SECTIONS I & II, (here and after defined as HOA) is made on April 27, 2015 by GLENMARY EAST SECTIONS I&II BOARD OF DIRECTORS with principal offices and place of business as address on record with the Secretary of State.

NOW, THEREFORE, the HOA hereby declares that all of the property described in this instrument, and such additional property as may hereafter be made subject to this declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants, and conditions shall run with the real property and be binding on all parties having any right, title or interest in it; their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property: The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 1 through 37, inclusive, as shown on the plat of GLENMARY EAST SUBDIVISION SECTION I of record in Plat and Subdivision Book 43, Page 77 and Lots 38 through 61, inclusive, as shown on the plat of GLENMARY EAST SUBDIVISION SECTION II of record in Plat and Subdivision Book 44 Page 73 in the office of the County Court Clerk of Jefferson County, Kentucky

BEING a part of the same property acquired by Developer by Deeds dated June 14, 1996 recorded respectively in Deed Book 6832 at Page 200, 203 and 206, in the Office of the County Court Clerk of Jefferson County, Kentucky.

Definitions: The following terms as used in these Restrictions shall have the following meanings:

- (a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY EAST SUBDIVISION, SECTION I&II.
- (b) "HOA" shall mean GLENMARY EAST SECTIONS I&II, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.
- (c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY EAST SUBDIVISION, SECTIONS I & II
- (d) "Lot Owner" shall mean the owner or owners of any lot in GLENMARY EAST SUBDIVISION, SECTIONS I & II.

1. Primary Use Restrictions.

No lot shall be used except for private, single family residence purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), *not to exceed two and one-half stories in height.*

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2. Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, driveway or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear 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, concrete or other approved paving material) shall have been approved in writing by HOA or by any person or association to whom it may assign the right. HOA or its assigns may vary the established building lines, in its sole discretion, when not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to HOA or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garages and driveways shall be located on the right side of each house, when viewed from the street after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots. Other locations and/or widening or addition to current driveway must be submitted to HOA prior to beginning of construction for approval in writing by the HOA.

3 General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by HOA. The HOA makes this requirement to maintain a high quality of construction within GLENMAY EAST SUBDIVISION, SECTIONS I & II.

4 Building Materials.

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, HOA recognizes that the appearance of other exterior building materials (such as wood siding, stucco, Dryvit, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

5. Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than the set back(s) of 30 feet as shown on the recorded plat of GLENMAY EAST SUBDIVISION, SECTIONS I & II. Side yard setbacks shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

6. Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where feasible; any exception must have the prior written approval of the HOA or its assigns. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by the HOA or its assigns. All Lots shall have at least a two car garage unless otherwise approved in writing by HOA. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY EAST SUBDIVISION, SECTIONS I&II.

7. 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.

8. Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or contractor, which shall be removed when construction or development is completed. Erecting or maintaining any structure (such as a gazebo, storage shed, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by the HOA Board of Directors.

(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 *habitually unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.*

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY EAST, SECTIONS I & II.

9. 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 a pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.*

This is pursuant to Jefferson County Animal Ordinances.

10. Landscaping

After the construction of the 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 abutting streets. All finished grade landscaping must be in accordance with construction plans approved by HOA and on file with the Jefferson County Department of Works.

11. Tree Requirements.

Upon the completion of construction of a residence, the Lot Owner shall cause to be planted in the front yard, two trees, each with a minimum diameter of three inches. These trees shall be maintained and/or replaced due to storms or other unforeseen acts. There shall be an exception for existing trees (3" in diameter), which are already growing in the front yard. The homes located at the entrance shall be exempt from this article due to the entrance landscape consuming much of their yard. Consideration will also be afforded to the size of the front lot of the home site.

12. Mail and Paper Boxes; Hedges and Fences; Swimming Pools; Antennae and Solar Panels.

(a) A mailbox and paper holder selected by the HOA will be placed at Lot Owner's expense. The maintenance and upkeep of said mailbox is at the expense of the homeowner. If said homeowner fails to maintain the appearance of the mailbox, the HOA may have the painting or replacement of all/or part of the mailbox preformed by the proper company and the homeowner will be billed for parts and labor.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement are approved in writing by HOA or any person or association to whom it may assign the right. Fencing, if approved, shall be 48 inches tall and constructed of aluminum or galvanized steel, powder painted or electro-coated BLACK. Fence construction shall be a typical three rail design with the top rail forming the upper extremity of the fence section between support posts (see figure 1). Privacy fencing (six feet maximum) may be approved only where entertainment areas of adjoining properties are adjacent to each other and the need for such privacy is established. Only the rear yard shall be fenced. Rear yard is defined as the rear corners of the home. No fence shall extend forward of that point. Chain link fences will not be approved.



Figure 1. Typical 3 Rail Metal Fence

Note: Fencing of Wood or PVC construction formerly approved by the board will be grandfathered until time of its replacement at which time the above metal 3 rail is required.

Electric/invisible fencing (for pet control) shall not extend toward the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches). Per Metro Animal Control Ordinances; property enclosed by a buried wire which produces a signal received by a device attached to a collar worn by the dog or puppy which prevents the animal from leaving the property of the owner will be considered a proper enclosure, provided the device and signal are working and the animal does not leave the property unrestrained. Such property must be clearly marked with a sign prescribed by MAS (Metro Animal Services), posted next to the driveway or entry to the property. The enclosure must contain proper shelter from the weather. This type of enclosure is not acceptable for a female in heat, for dangerous dogs, or potentially dangerous dogs.

(c) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(d) No aboveground swimming pools shall be erected or placed on any Lot.

(e) No CB or Radio antennae shall be erected or placed on any Lot. Any Satellite employed by any communication company shall be of normal and customary construction and placed in the rear of the home or mounted on a pole in the rear of the home; the pole is not to exceed forty-eight (48) inches in height. No equipment shall be erected or placed in the front of the home.

(f) Solar Panels may not be constructed without the expressed written consent by the Board of Directors.

13. Clothes Lines.

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

14. Duty to Maintain Property.

(a) 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 maintain the landscape, shrubs, plants and trees to an attractive appearance. Should any Owner fail to do so, then HOA 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 HOA or other performing party for the expense incurred in so doing*

(b) All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipping paint shall be eliminated from any surface. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and *all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.* Oxidation stains shall be removed from exterior surfaces. All window treatments which are visible from the street shall be maintained in good condition.

15. Business; Home Occupation

No trade or business of any kind which generates traffic shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

16. 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 sign shall not be greater in area than nine (9) square feet. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

17. Drainage

Developer shall provide each Lot Owner with a detailed drainage plan for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered, the Home Owner shall correct the problem at his expense or Developer may correct problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem.

18. Easement.

(a) Underground Utility Service. Each property owner's electric utility service line shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) 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 LG&E'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 therein and no change in the grade or elevation thereof shall be made by any person or Lot Owner without the express written consent of LG&E and serving communication companies and their respective successors and assigns.

(b) *Easements for overhead 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 on the Subdivision Plat 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 bringing service to the property shown on plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot "Owner, as shown on the recorded plat of GLENMARY EAST SUBDIVISION, SECTIONs I & II shall include easements for the installation, operation, and maintenance of cable television service to the Lot Owners, including the overhead and/or cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

Developer hereby reserves the right to claim and dedicate on, over and through the Lot, such utility, construction, landscape and maintenance easements as may be deemed necessary or desirable by Developer for the orderly and reasonable development of any other Lot and properties in the Subdivision; provided that such easements will not materially interfere with construction of a single family residence on the Lot. Buyer agrees to join in any such Deed of Easement, if and when requested by Developer, whether before, on or after the Closing Date.

19. 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. If trash is placed on Lot, Owner must remove it within thirty (30) days.

20. Drains.

No storm water drains, roof down spouts or ground water shall be introduced into the sanitary sewer system. Connections on each Lot shall be made with water tight joints in accordance with all applicable plumbing code requirements.

21. Obligation to Construct or Reconvey

(a) Duty to Repair and Rebuild. Each Owner of a Lot shall, at its sole cost and expense, repair his residence, keeping the same in 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, then Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

22. Restrictions Run with Land.

Unless canceled, 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 periods of ten (10) years. These restrictions may be canceled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation and/or By-Laws of the GLENMARY EAST SECTION I&II HOMEOWNERS ASSOCIATION. 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.

23. Enforcement.

Enforcement of these restrictions, excepting paragraph (21) shall be by proceeding at law or in equity,

brought by any Owner of real property in GLENMARY EAST SUBDIVISION, SECTIONS I & II, by the homeowners association referenced in paragraphs (25) and (26), or by local government itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages. In the event that a Lot-Owner violates the Covenant, Conditions and/or Restrictions of Glenmary East Sections I&II a standard format for fines and fees will be imposed. These fines and fees shall constitute a special assessment against the lot owner for which a maintenance fee lien may be filed and lot owner will be responsible for all legal fees.

24. Invalidation.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

25. Membership in Homeowners Association Fees for Subdivision Fund; Lien.

(A) Effective with the ownership of a Lot in the subdivision all persons or entities who have been conveyed title by Deed to a Lot or Lots in the subdivision shall be a member of the GLENMARY EAST SECTIONS I&II HOMEOWNERS ASSOCIATION.

(B) Every Lot Owner shall pay an annual fee on **February 1** of each year which fee shall be \$150.00 per Lot for 2013. This same amount shall automatically be charged annually until the Association gives notice of any increase or decrease. The amount may be changed annually by the Board of Directors. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent and shall bear fines on the unpaid amount at the legal rate including attorney fees and litigation costs for judgments allowed in Kentucky.

The Fund may only be used for purposes generally benefitting the Association, including, but not limited to, costs and attorney fees incurred in the enforcement of these restrictions.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

26. Homeowners Association.

Developer has incorporated the GLENMARY EAST SECTIONS I&II HOMEOWNERS ASSOCIATION, a non-profit Kentucky corporation, and has filed and recorded Articles of Incorporation and has established By-Laws which provide for a Board of Directors and officers of the Association, and the duties for which they are responsible. This Homeowners Association is for the benefit of the owners of Lots and residences in GLENMARY EAST, SECTIONS I& II.

27. Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed. The Department of Works does not require a sidewalk on Cul-de-sacs of 20 or less dwellings, Land Development Codes (LDC) chapter 6 part 2.

28. Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space, landscaping and signature walls located at the entrance and street lighting of GLENMARY EAST SECTIONS I&II which are an integral part of the subdivision community and development.

29. No common areas including medians in the right of way, open space or signature walls shall be

11308 Baumler Pl Lou. Ky 40291-3691



Bobbie Holsclaw

Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2017215914

BATCH # 96943

JEFFERSON CO, KY FEE \$28.00

PRESENTED ON: 10-02-2017 7 11:17:31 AM

LODGED BY: SHARON MCDERMOTT

RECORDED: 10-02-2017 11:17:31 AM

**BOBBIE HOLSCRAW
CLERK**

**BY: YOLANDA LOGAN
RECORDING CLERK**

BK: D 10993

PG: 741-749