

## **DECLARATION OF RESTRICTIONS**

**SCC Development Company**, a Partnership, being the fee owner of all of the real property located in Jefferson County, Kentucky, known as Gaslite Estates, Sections No. 1, 2 and 3, of record in plat and subdivision Book 30, pages 70, 71 and 72, in the office of the Clerk of the County Court of Jefferson County, Kentucky, hereby makes the following declarations as to limitations, restrictions and uses to which the lots and tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and on all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision, this Declaration of Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. All lots above described shall be used for residence purposes only. No building shall be erected, altered placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage.
2. The ground floor area of a one-story house shall have a minimum of 1200 square feet and the total floor area of a one and one-half story house shall have a minimum of 1500 square feet. A two story house shall have a ground floor area of at least 800 square feet. The living and bedroom levels of a tri-level shall have a minimum total of 1500 square feet. Open porches and attached garages are not to be included in computing the floor area
3. No building shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure, the type of exterior material and the driveway culvert or apron, shall have been approved before construction is begun by Gaslite Joint Venture, or by any person or committee to whom they may delegate such rights in writing.
4. Lawn grades and house elevations and location of house and garage are to be approved in the same manner as the plans and specifications under paragraph 3. Building set back lines on the recorded plats shall be observed a minimum.
5. All driveways must be paved to a minimum of eight (8) feet with asphalt or concrete and fences must be approved in compliance with paragraph 3 herein
6. No noxious or offensive activity shall be carried on upon any lot above described, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage or other out building erected on any lot described above at any time shall be used as a residence, temporarily or

permanently. No structure shall be moved on to any lot unless it shall conform to the restrictions herein. Right is reserved to cut the grass and weeds on unimproved lots.

8. No chickens, ducks, geese or other fowl and no swine, cattle, goats, horses or other like animal or animals shall be kept on any lot. No animals are to be raised for commercial purpose on any said property.
9. No more than one sign shall be permitted on any unimproved lots and the same shall not be larger than two (2) feet, except when approved by Gaslite Joint Venture.
10. Drainage of each lot shall conform to the general drainage plans of the subdivision
11. 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 residence.
12. Each lot owner shall concurrently with the construction of any dwelling, also cause to be constructed where required by applicable subdivision regulations across the width of each lot a sidewalk according to and meeting the specifications and regulations of the Jefferson County Road Engineer.
13. The owner(s) of each lot shall be required to automatically become a member of an association formed and known as the Gaslite Homeowners Association, and all remain a member so long as he is an owner. The primary purpose of said association shall be to hold title to and maintain lot 166 of Gaslite Estates, Section 2, recorded plat and subdivision book 30, page 71, free and clear of any buildings and improvements, clean and clear of debris, and to keep vegetation (except trees and shrubs) cut to a height not to exceed five (5) inches. Each owner shall be required to pay assessments, if any, levied by said association necessary to perform the aforementioned purposes. Assessments duly and properly levied not paid as required may become a lien against the owner's lot upon the recording of a Statement Unpaid Assessment by the association in the Jefferson County Court Clerk's Office.
14. The 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 (25) 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. If at any time, there is not one authorized to make approvals under paragraph 3, 4 and 5 of these restrictions, or at any time, upon the request of the parties of the first part, the owners of the lots in said subdivision shall elect a committee of not less than three (3) of said lot owners to perform said functions.
  
17. Houses and fences shall be attractively maintained and in good repair. "Good repair" shall include but not be limited to the following: eaves, gutters, and downspouts shall be present and attached to houses in an appropriate fashion; wood trim and wood siding shall be kept painted and free from flaking and peeling. All siding shall be securely attached to the house and kept in good condition. Fences shall remain upright and free from gaps and holes.