

DECLARATION OF RESTRICTIONS

HUDSON LAKE ESTATES

PLAT AND SUBDIVISION BOOK 39 PAGE 85

JEFFERSON COUNTY, KENTUCKY

WHEREAS, POTOMAC DEVELOPMENT COMPANY, INC., a Kentucky corporation, is the owner and developer of the property known as Hudson Lake Estates, as shown on plat of same recorded in Plat and Subdivision Book 39 Page 85, in the Office of the County Clerk of Jefferson County Kentucky, being the same property acquired by deeds dated July 3, 1992 and August 20, 1992 and recorded in Deed Book 6200 page 412 and Deed Book 6212 page 460 in the office aforesaid, and as more particularly described in Exhibit A attached hereto and made a part hereof by reference; and

WHEREAS POTOMAC DEVELOPMENT COMPANY, INC., desires to maintain uniformity with respect to the use and occupancy of the said property in order to enhance and to maintain its value, and to establish and maintain its appearance; now

THEREFORE POTOMAC DEVELOPMENT COMPANY, INC., hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of the property designated as HUDSON LAKE ESTATES, to wit:

1. GENERAL It is the general intention of the developer that these restrictions permit the construction of "minimum lot line" single family dwellings in an innovative residential zoning classification, to that aim all plans for building or

alterations must be approved in writing by the developer. Such approval shall be assumed by the Association at the appropriate time.

2. BUILDING TYPE No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached single family dwelling.

3. CONSTRUCTION AND AREA

- A. For any dwelling erected, placed, altered or permitted to remain on any lot of HUDSON LAKE ESTATES, the plans shall be approved in writing by the developer prior to the commencement of construction.
- B. The minimum ground floor area in the living area of the main structure, exclusive of porches shall be 625 square feet on the ground floor for any such structure.
- C. For the purposes of architectural control, any dwelling erected, placed or altered on any lot herein shall be required to have the exterior paint, brick, stone, siding, trim, roof or any other exterior exposure colors and materials approved by the developer.
- D. Upon completion of construction the respective property owners shall be required to maintain all exterior exposures in their respective original conditions and specifications unless approved by the developer or community association.
- E. Detached outbuildings shall not be permitted, unless approved by the developer or community association.

- F. No fence shall be placed in the front yard and no rear yard fence shall be permitted except 36" picket fences or six foot shadow box fences unless approved by the developer for special screening purposes.
- G. The owners of a property with a minimum side yard of three feet or less shall have a right of access to the adjoining side yard for the purposes of maintenance of the property. This right of access is for maintenance purposes only and the property area used shall not be damaged or disturbed and must be returned to its original condition immediately after such use completed.
4. NUISANCES No noxious, offensive or commercial activity shall be carried on within the boundaries of this development, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, commercial vehicles, campers, or recreational vehicles shall be allowed to be parked upon the driveways, streets or public right-of-ways in this development. No structure of a temporary character, trailer, basement of an uncompleted structure, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
5. EASEMENTS All property in this development shall be conveyed subject to the building line and easements restrictions as shown or noted on the recorded plat.

6. COMMON AREAS AND ROADS

- A. No common areas including medians in the right-of-way, shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission.
- B. Common areas or "open spaces" are reserved for the enjoyment and benefit of all homeowners in the development. The common areas and entrances shall be maintained by the Homeowners' Association, and fees for this purpose shall be collected from each property owner to offset the cost of such maintenance. No person shall take or permit any action that would create an encroachment into or prevent the access to the open space or common areas.

7. AREA PROTECTED The above restrictions, covenants and conditions shall apply to the HUDSON LAKE ESTATES as shown on a plat thereof recorded in Plat and Subdivision Book 39 Page 85 as recorded in the Office of the Clerk of the County Court of Jefferson County Kentucky.

8. ENFORCEMENT Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant to restrain such violation or to recover damages.

9. SEVERABILITY Invalidation of any one of these covenants or any part of any one by judgment or court order shall not

affect any other provision which shall remain in force in full.

10. TERM All of the above restrictions, conditions and covenants shall be effective until December 31, 2023, after such time the said restrictions, conditions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then homeowners of the properties agreeing to amend or change in whole or in part the said restrictions, conditions and covenants shall have been recorded. Changes in paragraph numbered 6A shall require the consent of the Louisville and Jefferson County Planning Commission to become effective.

11. COMMUNITY HOMEOWNERS ASSOCIATION

- A. The Articles of Incorporation of the Hudson Lake Estates Homeowners' Association, Inc. ("Association") dated March 30, 1993 shall be recorded in the Office of the Clerk of the County Court of Jefferson County Kentucky. Every owner by acceptance of a deed for any lot, agrees to and does thereby accept membership in the Association.
- B. The objectives and purposes of the Association shall be set forth in the Articles of Incorporation and shall be to promote the common good and general welfare of Hudson Lake Estates and its residents.
- C. The Association shall, unless such obligations are assumed by some municipal or governmental agency having jurisdiction thereof, provide for the maintenance and repair of streets, curbs, medians, open spaces or common

areas, walkways, storm drains, drainage basins, fences, street lights, and entrances as may be shown on the aforesaid plats. The Association further accepts the common areas for the purposes of operation, maintenance and repair. Such obligations shall not be transferred to, nor assumed by any unit of local government or public agency without the acceptance of the unit of local government or public agency involved and the approval of the Louisville and Jefferson County Planning Commission.

- D. Any assessments levied by the Association shall be used only for the purposes generally benefitting HUDSON LAKE ESTATES and shall constitute a lien upon the lot and improvements against which the assessment is made. Said lien shall be subordinate to the lien of any mortgage holder of record and shall be enforceable against the real estate by foreclosure or other suit to recover such assessment.
- E. An initial assessment payment of \$50.00 shall be made by each homeowner on the date of closing and on each year thereafter for such maintenance and repairs until control is turned over to the Association, at which time the Association may increase or decrease the assessment at their first meeting.
- F. The developer or his assigns shall administer the Homeowners' Association duties until 100% of the homes have been built and closings held. At such time the

control of the Association shall be assumed by the home owners.

- G. The Association shall enforce the restrictions, covenants and conditions contained herein.

WITNESS the signature of the Developer by its duly authorized officer on the 30th day of March, 1993.

Clyde E. Reed

Clyde E. Reed, President
Potomac Development Co., Inc.

STATE OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

The foregoing Declarations of Restrictions were acknowledged before me this 30th day of March, 1993, by Clyde E. Reed as the Incorporator.

James M. Mearns

Prepared By:
David McCullough
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Suite 212
Louisville, KY 40202

David A. McCullough

BOOK 6296 PAGE 941

43625
Document No: 1993043625
Lodged By: marshall
Recorded On: Apr 14, 1993 10:51:27 A.M.
Total Fees: \$16.50
Transfer Tax: \$0.00
County Clerk: Rebecca Jackson
Deputy Clerk: GLORIA

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