

## **Declarations of Restrictions (amended)**

### **Willow Wood Subdivision**

#### **Plat and Subdivision Books:**

**33, (page 8 & 88); (page 100); 36 (page 34)**

#### **Jefferson County, Kentucky**

The residents of Willow Wood, who are members of the Willow Wood residents' Association, Inc., a Kentucky corporation, are now the owners of the following lots in Willow Wood Subdivision, Sections 1,2,3, and 3B: Being lots 1 through 215 inclusive, as shown on the revised plat of WILLOW WOOD, SECTIONS 1,2,3,& 3B of record in Plat and Subdivision Book 33, (page 8 & 88); 35 (page 100); 36 (page 34), in the office of the Clerk of the County Court of Jefferson County, Kentucky.

These Amended Restrictions supersede and replace all prior Restrictions of record in the Jefferson County Clerk's Office in deed book 5006, page 48; deed book 5131, page 701; deed book 5726, page 572; deed book 5639, page 165; and deed book 5639, page 159. For the mutual benefit of the present and future owners of the lots in Willow Wood Subdivision, including all sections, the Willow Wood Residents' Association imposes restrictions upon the above-described lots as follows:

#### **1. Primary Use Restrictions**

No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered, or permitted to remain on any lot, except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height, and a private garage (attached or detached) for at least one but not more than three automobiles, for the sole use of the occupants of the lot.

## **2. Approval of Construction Plans**

No structure, building, fence, wall, deck, or other improvement (including a detached garage) shall be erected, placed, or altered on any lot until the construction plans, specifications, type of exterior material, and location have been approved in writing by the Willow Wood Residents' Association Board of Directors. All improvements must match the existing structures and comply with the restrictions set forth in this document.

## **3. Building Materials**

The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer, or stone veneer, or a combination of the same, unless some other material is approved in writing by the Willow Wood Residents' Association Board of Directors. No more than fifty (50) percent of the surface area of a structure may be of wood veneer unless approved in writing by the Willow Wood Residents' Association Board of Directors. The exterior building materials shall be used in a way so as to match the existing structures. All driveways shall be of asphalt or concrete.

## **4. Setbacks**

No structure shall be located on any lot nearer to the front line or side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six (6) feet.

## **5. Structures**

- (a) No structure of a temporary character shall be permitted on any lot. Temporary tool sheds or field offices used by a builder shall be removed when the construction project is completed.
- (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 carport shall be constructed on any lot. No garages shall be open onto the front of any lot.
- (d) No exterior communications or TV antennas and/or dishes will be permitted on any lot.
- (e) No outside clothes lines shall be erected or placed on any lot.

## **6. Fences and Hedges**

- (a) No fence, hedge, or wall of any nature may be extended beyond the front corner wall of the residence. No fence shall exceed four (4) feet in height, and all fences shall be of an open-air type, such as rail or chain-link. However, fences enclosing patios or swimming pools may be up to six (6) feet high and opaque.
- (b) No hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Willow Wood Residents' Association Board of Directors.

## **7. Trees and Landscapes**

No tree with a trunk larger than two (2) inches in diameter at the base shall be removed from any lot without the written permission of the Willow Wood Residents' Association Board of Directors.

## **8. Vehicles**

- (a) No Trailer, truck, commercial vehicle, camper trailer, recreational vehicle (RV), or boat shall be parked or kept on any lot at any time unless housed in a garage or basement.
- (b) No automobile, truck, or other vehicle which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage), or on any street.
- (c) No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

## **9. Signs**

- (a) 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 thereof, which sign shall not be greater in area than nine (9) square feet.

(b) Signs placed at either the entrance to Willow Wood shall be put up on Friday and taken down on or before the following Monday.

(c) No political sign shall be greater in area than nine (9) square feet; any such sign shall be erected no earlier than one (1) week prior to the election, and shall be removed by the day after the election.

#### **10. Drainage**

(a) Drainage on each lot shall conform to the general drainage plans for the subdivision. Any changes in the drainage of each lot shall have been approved in writing by the Willow Wood Residents' Association Board of Directors.

(b) No discharge from any storm water drains or roof downspouts, nor any ground water shall be introduced into the sanitary sewage system.

#### **11. Business/Home Occupations**

No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy, and like endeavors) shall be conducted on any lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

#### **12. Nuisances**

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

#### **13. 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 pet unless properly leashed.

#### **14. Disposal of Trash**

No lot or common ground shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. Trash pickup will be contracted by the Willow Wood Residents' Association and billed with annual assessments.

#### **15. Underground Utility Service**

Electrical service lines serving each lot shall be underground from the Louisville Gas & Electric Company pedestal to any building erected on the lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne individual by, the respective lot owner upon whose lot said service lines are located. 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 consent in writing of the Louisville Gas & Electric Company, the South Central Bell Company, or their successors.

#### **16. Duty to Maintain Property**

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 keep it otherwise neat and attractive in appearance. Should any owner fail to do so, they will be notified by the Willow Wood Residents' Association Board of Directors and will have seven (7) calendar days to remedy the discrepancies. If after seven (7) days there has been no attempt to comply, the Willow Wood Residents' Association Board of Directors may take such action as it deems appropriate, including lawn servicing in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Association or other performing party for the expense incurred in so doing.

#### **17. Enforcement**

(a) Upon the owner's failure to comply with these restrictions, the Willow Wood Residents' Association Board of Directors may take such action as necessary to comply therewith, and the owner on demand shall reimburse the Association or other performing party for the expense incurred in so doing.

(b) Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Willow Wood Subdivision, or by the Willow Wood Residents' Association formed under paragraph 20, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, or to recover damages.

#### **18. Restrictions Run with Land**

Unless cancelled, 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, unless an instrument signed by a majority of the then owners of the front footage of all lots subject to these restrictions has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered, or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

#### **19. Invalidation**

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

#### **20. Residents' Maintenance: Associations Assessments**

(a) The Articles of Incorporation of WILLOW WOOD RESIDENTS' ASSOCIATION, INC. ("Association") which may be amended from time to time, dated November 16, 1977, are recorded in Corporation Book 348, page 891, in the office of the Clerk of the County Court of Jefferson County, Kentucky. Every owner of a lot in Willow Wood Subdivision shall be a member of the Willow Wood Residents' Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of, the Association. Such owner shall abide by the Willow Wood Residents' Association's bylaws, rules and restrictions, shall pay the assessments provided for, when due and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purposes of the Willow Wood Residents' Association shall be set forth in its Articles of Incorporation, and shall be to promote the social welfare and serve the common good and general welfare of its members, and may include maintenance of the streets, common areas, crosswalks, storm drains, plains, and entrances as shown on the aforesaid plats, and acceptance of common areas for purpose of operation, maintenance and repair. The objects and purposes shall include the mandatory Open Space. Failure of the Willow Wood Residents' Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform required maintenance and have a claim upon such property for the reasonable expensed thereof, together with the right of such authority to enforce the restrictions therein relating to Open Space obligations. The Developer releases and quitclaims to the Willow Wood Residents' Association its title to the areas marked as Open Space in Willow Subdivison, being lots 79, 80, 81, 153, and 154.

(c) Any assessment levied by the Association (sometimes referred to as ~Association Assessment~) shall be used only for the purposes generally benefiting the Associations, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot, and shall be enforceable against the real estate by foreclosure or otherwise. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment, but failure to record shall invalidate or extinguish the lien. Assessments may be levied against all single-family residential lots in Willow Wood Subdivision.

(d) The Willow Wood Residents' Association's Board of Directors shall determine the amount of and fix the due date of each Association Assessments.

## **21. Amendments**

The Declaration of Restrictions may be canceled, altered or amended at any time by an affirmative action of the owners of seventy-five (75) percent of the lots subject to these restrictions.

(a) Proposed amendments may be submitted in writing to the Willow Wood Residents' Association Board of Directors by any member of the

Association. A vote for adoption of any amendment will be taken at the annual meeting of the members.

(b) A copy of all new amendments will be distributed to each Association member.