



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2016244381

BATCH # 45612

JEFFERSON CO, KY FEE \$19.00

PRESENTED ON: 10-07-2016 6 11:45:21 AM

LODGED BY: STEPHANIE W MYERS

RECORDED: 10-07-2016 11:45:21 AM

BOBBIE HOLSCLOW
CLERK

BY: JOLENE CARDWELL
RECORDING CLERK

BK: D 10729

PG: 655-660

DEED OF RESTRICTIONS

This declaration of restrictions WITNESSETH THAT:

WHEREAS SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit corporation, is the overseer of all of the lots in Sycamore Creek, Jefferson County, Kentucky, the plats of which appear in Plat and Subdivision Book 36 / Page 21, Book 37 / Page 66, Book 39 / Page 49 (revision of Book 39 / Page 22), and Book 39 / Page 97, in the office of the Clerk of the County Court of Jefferson County, Kentucky; and

WHEREAS a Deed of Restrictions dated September 16, 1987 was recorded in Deed Book 5711, Page 590, and a Deed of Restrictions dated April 13, 1992 was recorded in Deed Book 6166, Page 983, as revised in Deed Book 6226, Page 323 dated September 23, 1992, and as secondarily revised in Deed Book 6317, Page 583 dated June 7, 1993, in the office of the aforesaid clerk; and

WHEREAS, pursuant to Article XX of each of these Deeds of Restrictions, the current owners of the subdivision lots in June 2016 wished to create a single, updated, and concise set of restrictions for all lots, in order that they may be improved and beautified, may blend harmoniously to the eye, and may have a use and be used so as to enhance the desirability for residential purposes, and therefore voted on such restriction changes with the required majority of current owners approving each changed Article;

SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC., does hereby impose on all the property in said subdivision now overseen by it the following restrictions, for protection and conservation of value, as to its use improvements, all of which shall be observed by the Grantees, their successors, heirs, and assigns.

NOW, THEREFORE, SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "SCHOA", hereby imposes upon all lots in said subdivision, and next to same subject to the following restrictions, to-wit:

Article I

All lots shall be known and described as residential lots and shall be used for residential purposes only and not more than one (1) single family residence shall be erected on any lot except for necessary offices and temporary construction facilities of developer or any builder.

Article II

No building on any lot shall be nearer to the property lines of said lot and the building lines as shown on the recorded plats of Sycamore Creek, and no building shall be located nearer to the property lines of the lot than the distance prescribed by the regulations of the Louisville Metro Planning Commission. In the event of change in requirements of the Louisville Metro Planning Commission, SCHOA shall have the right to establish a different location for building lines by provision for same in the conveyance of the lot or lots in which such a change in location is described by it.

Article III

Any residential structure erected or placed on any lot, exclusive of porches and garages, shall contain not less than:

- (1) 1,200 square feet for a one story dwelling;
- (2) 825 square feet on the ground floor for a one and one-half story dwelling;
- (3) 825 square feet on the ground floor for a two story dwelling.

Article IV

No non-motorized trailer, basement, tent, shack, garage, tiny house, or other outbuilding placed or erected in the subdivision at any time shall be used as a residence, temporarily or permanently. No motorized vehicles over twenty-five (25) feet in length and no non-motorized trailer or boat shall be parked on any lot at any time nor shall same be parked on any site in the subdivision for a period in excess of forty-eight (48) hours for each occurrence. No commercial vehicle shall be parked on any lot or site in the subdivision other than for delivery or construction unless housed within a garage when a garage exists on the property.

Article V

No noxious or offensive trade or activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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 commercial animal breeding of any kind is permitted.

Article VI

Anyone cutting or tunneling under the street or road serving said lots must repair and restore the street or road to the extent affected to its original condition, all at such person's own risk and acceptance, and this shall not create any liability on SCHOA, expressed or implied.

Article VII

Every structure erected upon any lot or addition to a structure shall comply strictly with all applicable laws, building codes and regulations as they may now exist at the time of such construction. No radio or communications antennas or towers are permitted.

Article VIII

No fence of any nature may be extended toward the front of the property line beyond the front wall of the residence. Any fence used shall not exceed six (6) feet in height and must adhere to applicable building codes and regulations of the City of Lyndon and Louisville Metro. The smooth side of the fence must face outward on all sides of the lot with the structural construction supports and posts facing inward. Fences already in existence as of May 1, 2016 which have outward-facing supports and posts are grandfathered in. However, any repairs to or replacement of such grandfathered fences will need to meet this new restriction of inward-facing supports.

Article IX

No sign for advertising or for any other purpose shall be displayed any place on any lot or on any building or structure on any lot except for the following:

- One (1) sign for advertising the sale or rent thereof

- One (1) sign for advertising an Open House at the front of the neighborhood
- Additional signs (e.g., home repairs) for a limited time
- Political signs (maximum of five (5)) during the two (2) weeks prior to the election with the removal of such signs within two (2) days after the election

Said signs shall not be greater in area than nine (9) square feet.

Article X

In the event any property owner does not maintain the height of grass at eight (8) inches or less, SCHOA will notify the homeowner with a warning of non-compliance. If requests and warnings presented to the homeowner by SCHOA are ignored, City of Lyndon can and will be notified for action.

Article XI

Easements are reserved as shown by the recorded plats of Sycamore Creek for various utility installations and maintenance.

Article XII

All utilities servicing any structure on any lot shall be built underground.

Article XIII

Every owner of record of a lot in the subdivision as of the first day of January of each year shall pay to the Maintenance Fund by February 1 of each year an annual maintenance fee. The fee, as of January 2011, is \$60.00. This same amount shall automatically be the amount of fee until SCHOA notifies the owners in writing of its designation of a different amount. The payment schedule for each year is as follows:

- Payment due date – by February 1
- Late payment after March 1 – \$5.00 penalty for a total of \$65.00
- Late payment after April 1 – \$10.00 penalty for a total of \$70.00
- Late payment after May 1 – lien placed on the home for the base fee amount of \$60.00 plus \$5.00 for each late month or partial month starting March 1 until payment is received plus fees.

The payments will be made to the address indicated on the notice sent to each property owner at the start of each year. This address may change over time based on the then-current make-up of the SCHOA Board of Directors. Any non-sufficient fund fees charged to SCHOA for a bounced check will be charged to the homeowner. The fee shall be a lien on the lot and improvements thereon and shall be prior and superior to all other liens or claims against said property to the fullest extent permitted by the laws of Kentucky, except that said lien shall be inferior and subordinate to ad valorem taxes and any first mortgage lien against said property. The Maintenance Fund shall be managed by the SCHOA or its nominee, and monies collected therefor shall be disbursed only for purposes generally benefiting the owners of the lots in the subdivision, including the maintenance of open space within the subdivision as required by the Louisville Metro Planning Commission. The SCHOA shall keep a record of receipts and disbursements from the Maintenance Fund and shall upon request permit any owner of a lot in the subdivision to make reasonable examination of such record.

The common open space shall not be dedicated to a unit of local government or maintained by the public or subdivided except by agreement of the owners of said lots, by acceptance of the unit of local

government, and by the approval of the Louisville Metro Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville Metro Planning Commission.

Article XIV

The outside wall of any residential structure erected or placed on any lot shall be covered with brick, stone, brick veneer, stone veneer, vinyl siding, aluminum siding, or wood unless some other building code-approved material shall be approved in writing by the SCHOA or such other agent or successors as it may designate. The brick, stone, or other outside material shall extend downward to the level of the ground or foundation adjoining the structure, unless the SCHOA, in writing, approves otherwise. Drainage of the lots shall conform to the general drainage plan for the subdivision. Roofing material shall conform to building codes and regulations. In addition to these requirements, the following items shall be submitted to the SCHOA or such agent or successor as it may designate:

- (1) Construction plans
- (2) Building specifications, including the materials to be used
- (3) Plans showing the ground elevation and the site location of the structure on the lot
- (4) The location, plans and specifications for any driveways

All of these items are subject to the approval in writing of the SCHOA or such agent or successor as it may designate.

Damage to the exterior of the house or other structure shall be repaired within sixty (60) days and in compliance with Louisville Metro Planning Commission building codes and regulations. Fallen trees or limbs must be removed within two (2) weeks of falling. Note that major disasters will extend these timeframes.

Article XV

Reconstruction of any home must meet the current codes of the Louisville Metro Planning Commission, must meet the current architecture of the neighborhood and building restrictions listed in this document, and must be approved in writing by the SCHOA.

Article XVI

No structure shall be erected on the portion of the lot lying between the building lines as shown on the recorded plat of the subdivision and the front property line (for all lots) and the side property lines (for corner lots) except bay windows and steps may project into said area and open porches may project into said area not more than six (6) feet.

Article XVII

Driveways and sidewalks shall be constructed of concrete or aggregate materials. Lawns for all property shall be grass.

Article XVIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until at least two-thirds of the then current homeowners decide that they need to be changed, after which time said covenants shall be automatically extended for successive periods of

ten (10) years, unless an instrument signed by at least two-thirds of the then current homeowners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Article XIX

Any lot owner at any time may enforce the restrictions and covenants herein contained by the appropriate legal procedure. Invalidation of any one (1) 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.

IN TESTIMONY WHEREOF, witness the signature of SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC., this 7th day of October, 2016.

SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC.

A Kentucky Non-Profit Corporation

BY: [Signature]

TITLE: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing Deed of Restrictions was this date produced to me in said State and County and was acknowledged and delivered by Aaron McAndrews as President of SYCAMORE CREEK HOMEOWNERS ASSOCIATION, INC. and acknowledged and delivered to be his/her act and deed and the act and deed of said Corporation.

IN TESTIMONY WHEREOF, witness my hand and official seal this 7th day of October, 2016.
My commission expires: 7/1/2020 [Signature]

Prepared by: Stephanie W. Myers
SCHOA Vice President