

**First Amended Deed of Restrictions
Affecting
Friendly Hills East, Section 2a/2b/2c&d/Richiewayne & North-East**

AND Schreiner Court (formerly known as Schreiner Subdivision)

State of Kentucky
County of Jefferson
Office of County Clerk

Filed:
Recorded:

WITNESSETH: Be it known from this day forth, property owners in the Friendly Hills East sections listed above, now known as FRIENDLY HILLS EAST PROPERTY OWNERS ASSOCIATION INC. are the owners of the following described property in Jefferson County, Kentucky,

A tract of land subdivided into a subdivision and known as Friendly Hills East, Section 2a plat of which is recorded in Plat book 28 Page 92, 2b recorded in plat book 28 page 73, 2c&d recorded in plat book 30 page 19, Richiewayne Dr. recorded in plat book 25 page 92, also Lot# 32 Lot# 33 & Lot# 34 previously excluded are here after included. Friendly Hills North - East recorded in plat book 31 page 20 and Schreiner Court (formerly Schreiner Subdivision) recorded in plat book 44 page 17 & plat book 44 pg. 26 also Lot# 12 previously excluded are hereby included in the Jefferson County Clerk's Office, Jefferson County, Kentucky.

The following amended restrictions amend or replace the original restrictions placed by TETRA Corporation, Richard Yocum Co., Inc., Richard & Aletha Yocum, Co., Inc. and Eugene Schreiner and Patricia Schreiner his wife, as filed, in accordance with Section 11 of the original.

- (1) No building shall be erected, placed or altered on any building lot in this subdivision until building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and to location of the building with respect to topography and finished ground elevation first by the Friendly Hills East Neighborhood Association Council and in accordance with Metro Planning and Zoning Codes. The Association may refuse to permit the construction on the basis that its appearance is not in keeping with the structural appearance of other buildings in the neighborhood or if a petition of objection has been signed by 75% of other property owners whose residences are located in close proximity to the site of the new proposed structure. All permits must be obtained and posted in open view on the property. No construction is to be started until all the above stated terms have been completed and the open posting has been made on the property for at least 15 calendar days prior to construction starting.
- (2) No lot shall be used except for residential purposes. No permanent building shall be erected, altered, placed or permitted to remain on any lot, other than one single-family dwelling, not to exceed two and one-half stories in height, and a private two car garage. Garage size can be increased from two (2) cars to three (3) cars only by complying with paragraph (1) above; In order to ensure that our development maintains the status of single family dwellings we hereby adopt the Metro Louisville Ruling which defines over-crowded conditions using square footage per occupant. No multiple families shall permanently occupy the dwelling. Any extended stay should not exceed 31 days during any 395 day period.
- (3) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback.
- (4) No noxious or offensive trade or activity shall be carried on upon the property herein, nor shall anything be done thereon which may be or become an annoyance or nuisance in neither the neighborhood, nor anything that could diminish the value of homes in development. Limit of three (3) yard sales per calendar year.

- (5) The ground floor area of the main residential structure, exclusive of open porches and garages shall be not less than 1000 square feet. For one and one-half story structures, exclusive of open porches and garages, shall not be less than 850 square feet on the first floor.
- (6) The exterior building material of all structures to be erected shall be brick, stone, or a combination of the same. The use of wood or vinyl shall be for trim, dormers, and decorative effect only.
- (7) Residents are mandated to use their driveways when available. No consistent everyday or overnight parking on the streets when there is room available in the driveway. Metro Louisville ruling is four (4) cars in the driveway and one (1) car on the street all parked on hard surface. No parking on the grassy areas except when a member is having a social gathering in which the driveway space and hard surface is occupied by vehicles. No parking on sidewalks or placing of any obstacle on sidewalk. Cars in violation are subject to towing at owners expense.
- (8) Recreational vehicles, ATVs, boats, show cars as well as inoperable vehicles are to be screened from view in the rear of the residence and subject to all terms and conditions of the Jefferson County Ordinance on abandoned vehicles. No more than one of any of the above vehicles per residence.
- (9) All premises and landscape elements shall be maintained in a safe, sanitary and sightly condition, including, but not limited to, steps, walks, driveways, fences, decks, retaining walls, shrubs, trees, grass, weeds, leaves, easements and rights of way. Basketball goals are to be located in the rear of the property. Bikes and toys are to be returned to the rear of the property after use.
- (10) Trees and shrubs which have branches projecting into the right of way or easements shall be kept trimmed fifteen (15) feet above the public roads.
- (11) All fences, decks, retaining walls or similar structures shall be firmly anchored in the ground and maintained in good structural repair and treated not less than every five years with chemicals or paint to preserve the structure and retard deterioration.
- (12) All yards and lots shall be kept free of accumulations of trash, garbage waste, rubbish and refuse, junk and other noxious or offensive materials or substances which may cause a fire hazard or may act as a breeding place for insects, vermin or other animals and shall be kept in proper garbage reciprocals in the rear of the property.
- (13) All exterior work, improvements, additions, or landscaping of existing homes is to be completed in a timely manner. If any work not completed within six (6) months of obtaining a permit and/or starting the work, then the Association may assess a fine of \$25.00 per day for each day the property owner fails to complete the work, after the Association has sent written notice to the property owner requesting completion within 30 days of sending the notice. In the event Legal Action has to be taken Court Cost plus all reasonable Attorney fees in addition to fines will be levied against member at fault.
- (14) No individual shall spend the night in any structure except the residence; however, a resident may place a tent for overnight camping for no longer than 2 consecutive days in any 30 day period. Out of town visitors traveling in a RV can park in the driveway for no longer than two weeks.
- (15) No fence of any nature may be extended toward the front of the property line beyond the front wall of the residence, and fences used must be of ornamental wire, wood type or PVC material. No privacy fence shall be more than eight (8) feet in height.
- (16) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except no more than three (3) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for sale or any other commercial purpose. Lease law applies and pet owners are required to retrieve animal feces.
- (17) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- (18) The covenants are to run with the land and shall be binding on all parties and all persons claiming under them. They may be amended or changed no more than once per year, by an instrument signed by a majority of the owners of record agreeing to change said covenants in whole or in part.

- (19) Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant herein stated either to restrain/enjoin a violation and/or to recover damages as well as reasonable attorney fees and court cost associated with enforcing the provisions stated within this document.
- (20) Invalidation of any one of these covenants by court order shall in no wise affect any of the other provisions, which shall remain in full force and effect
- (21) The owner or owners of each parcel, regardless of size or area of said parcel or whether a residence has been constructed on the lot, shall pay an annual fee, the amount to be decided by the Friendly Hills East Neighborhood Council and approved by a majority of members-in-good-standing of the Friendly Hills East Neighborhood Association in attendance at a meeting called for that purpose. The amounts so collected shall be Expended for street lights, maintenance, up keep and improvements to subdivision and for such purposes as the Association's governing body shall determine.
- (a.) Non-payment of this fee may result in legal action, including but not limited to the placement of a lien on said property as well as such other proceedings as the Association shall authorize to collect the outstanding balance owed. Administrative charge of \$25.00 per court visit as well as Legal fees, late fees, and court cost will be charged to property owner.
- (b.) Return check fees will be charged to issuer.
- (c.) Association dues not paid within thirty (30) days from due date will be charged Five dollars (5.00) per month compounded until paid in full.
- (d.) If not paid within three (3) months from due date, action will be taken through the court system.

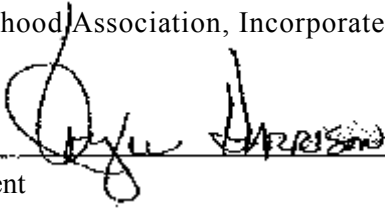
Association Fiscal year ends August 31 — bills go out first week in September and are considered late after October 31 of each year. Late charge is applied beginning November there after.

LET IT BE KNOWN;

All Former Corporate, Company, and Individual names have been deleted and the Deed of Restrictions and By-Laws will be here after known as being the property of The Friendly Hills East Neighborhood Association, Incorporated.

In testimony whereof, witness the signature of Friendly Hills East Neighborhood Association, Inc., by its President, Joyce Harrison, as authorized by the Council and the Association as an Elected representative for the members of said Association.
On this seventh day of August, 2008.

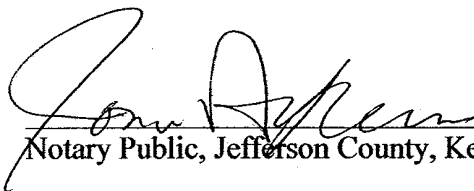
Friendly Hills East Neighborhood Association, Incorporated



President

State of Kentucky)
)
County of Jefferson)


I the undersigned Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing Deed of Restrictions was produced to me in said State and County by Joyce Harrison, President, Friendly Hills East Neighborhood Association, Inc., party thereto, and acknowledged and delivered by her to be her act and deed.
Witness my hand this seventh of August, 2008.
My commission expires October 18, 2008



Notary Public, Jefferson County, Kentucky

It is hereby certified that the foregoing Deed of Restrictions was prepared by

Jon W. Ackerson, Attorney at Law
2305 Hurstborne Village Drive Suite 400
Louisville, Kentucky 40299



Jon W. Ackerson

Document No.: DW2008114969
Lodged By: HARRISON
Recorded On: 08/08/2008 02:11:54
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Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: SHESCH

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