

**CITY OF MANOR CREEK,
KENTUCKY**

**DECLARATION
OF
RESTRICTIONS**

CITY OF MANOR CREEK

DECLARATION OF RESTRICTIONS

SECTION 1

The following restrictions shall pertain to and affect all lots in Manor Creek, Section #1, recorded in Plat and Subdivision Book 22, Page 96, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

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 on 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 1,550 square feet and the ground floor area of a one and one-half story house shall have a minimum of 1,000 square feet; a two story house shall have a ground floor area of at least 925 square feet, the living and bedroom levels of a tri-level shall have a minimum total of 1,300 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 M & Z Developers, Inc., 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 as 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 be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, or other outbuilding erected on any lot described above at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions herein. Right is reserved to cut the grass and the 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 purposes on 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 by two (2) feet, except upon approval by M & Z Developers, Inc.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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.

11. Invalidation of any one of these covenants by judgment or Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. If at any time there is no one authorized to make approvals under Paragraphs 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. (*M & Z Developers, Inc.)

IN TESTIMONY WHEREOF, WITNESS THE SIGNATURE OF M & Z DEVELOPERS, INC., BY ITS PRESIDENT, ALL ON THIS 7TH DAY OF OCTOBER, 1965.

SECTION 2

The following restrictions shall pertain to and affect all lots in Manor Creek, Section #2, recorded in Plat and Subdivision Book 25, Page 29, in the Office of the Clerk of the County Court of Jefferson County, Kentucky:

1. All lots above described shall be used for residential purposes only.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than the detached, single-family dwelling nor to exceed two and one-half stories in height, and a private garage.
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 M & Z Developers, Inc., 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 as 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 be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, or other outbuilding erected on any lot described above at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions herein. Right is reserved to cut the grass and the 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 purposes on 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 by two (2) feet, except upon approval by M & Z Developers, Inc.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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.

11. Invalidation of any one of these covenants by judgment or Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. If at any time there is no one authorized to make approvals under Paragraphs 3, 4, and 5 of these restrictions, or at any time, upon the request of M & Z Developers, Inc., 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.

IN TESTIMONY WHEREOF, WITNESS THE SIGNATURE OF M & Z DEVELOPERS, INC., BY ITS PRESIDENT, ALL ON THIS 14TH DAY OF AUGUST, 1968.