

**DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS**

BARDSTOWN WOODS SUBDIVISION, SECTION

**PLAT AND SUBDIVISION 49 , PAGES 14
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARDSTOWN WOODS SUBDIVISION, Section 4, is made on the 12th day of September 2003, by GPE Development Corporation, with its principal office and place of business at 8932 Thixton Lane, Louisville, Kentucky 40299 ("Developer").

WHEREAS, Developer has previously developed as a residential subdivision real property known as Bardstown Woods, Section 1, and in conjunction therewith recorded Restrictions of record in Deed Book 6774, Page 221, and known as Bardstown Woods, Section 2, which is recorded in Deed Book 7146, Page 628, and known as Bardstown Woods, Section 3, which is recorded in Deed Book 7828, Page 442; all of which are of record in the Office of the Jefferson County Kentucky Clerk; and

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as BARDSTOWN WOODS, Section 4:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 142 through 159 and Lots 174 through 193, inclusive, as shown on the plat of BARDSTOWN WOODS SUBDIVISION, Section 4, of record in plat and subdivision Book 49 Pages 14 , in the office of me Clerk of Jefferson County, Kentucky.

Being part of the same property acquired by Developer by Deed dated July 9, 1996 of record in Deed Book 6762, Page 215, in the office of the Clerk aforesaid.

Definitions: The following terms as used in time Restrictions shall have the following meanings:

(a) "Declarations" shall mean any declaration of covenants, conditions and restrictions as amended from time to time, affecting any portion of BARDSTOWN WOODS SUBDIVISION Section 4.

(b) "Developer" shall mean GPE Development Corporation, a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of BARDSTOWN WOODS SUBDIVISION Section 4.

(d) "Lot Owner" shall mean the owner or owners of any lot in BARDSTOWN WOODS SUBDIVISION Section 4.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners;

(a) Additions in Accordance with a General plan of Development

Developer intends to make this section containing 38 lots a part of a larger community being developed in accordance with current plans known as BARDSTOWN WOODS SUBDIVISION Section 4.

Developer reserves the right to create cross easements and to restrict all the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new lots within BARDSTOWN WOODS which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such lots with BARDSTOWN WOODS shall inure to the benefit of the Owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties and as are not inconsistent with

the scheme of this Declaration.

(b) Other Additions

Additional residential properly and common area which are not presently a plan of the general plan of development of BARDSTOWN WOODS may be annexed to BARDSTOWN WOODS, by Developer.

1. Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, place or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen. No two single family dwellings with the same or similar front elevation plans may be built side by side.

2. Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom the Developer may assign the right. Developer may vary the established building lines, in its sole discretion where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finished grade of the lot shall be submitted to Developer or any person or association to whom it may assign the right which shall be approved in writing prior to the beginning of any construction on any lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby lots. Unless approved otherwise by the Developer, all drives will be on right side of lot; however, Developer has the right to approve placement of the drive at a different location on the lot.

3. General Contractors.

Prior to the commencement of construction of any lot the general contractor constructing such structure shall be approved, in writing, by Developer or by any person or association to whom the Developer may assign this right. Developer makes this requirement to maintain high quality of construction with BARDSTOWN WOODS. Unless waived by the Developer, a

required qualification for a general contractor is one who averages building six (6) houses per year.

4. Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and Developer shall have the discretion to approve, in writing, the use of other exterior building materials. No other exterior building materials will be used unless specifically permitted, in writing, by the Developer.

5. Setbacks.

Unless noted in the recorded plat, no structure shall be located on any lot nearer to 30 feet from the front lot line or the side street line as shown on the recorded plat of BARDSTOWN WOODS SUBDIVISION, Section 4. Side yard setbacks shall total ten (10) feet for both side yards with a minimum of five (5) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area more than six (6) feet.

6. Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1500 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1650 square feet, with the ground floor area a minimum of 900 square feet, exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1000 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2000 square feet.

(d) Basements are required; however. Developer reserves the right to waive this requirement. In the event Developer waives this requirement, he will do so in writing. Any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

No carport shall be constructed on any lot in BARDSTOWN WOODS SUBDIVISION Section 4.

7. Nuisances.

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

8. Use of other Structure and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed; it being provided however, that nothing herein contained shall prevent any recreational structure (such as a gazebo, small playhouse, swing-set, jungle gym or the like) on any lot provided that the plans for such shall have been approved, in writing, by Developer or any person or association to whom the Developer may assign this right, prior to the construction of any such recreational structure.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn, structure, other than the main residence, erected on a lot shall at any time be used as a residence, temporarily or permanently.

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

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in BARDSTOWN WOODS Section 4.

9. 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 or shall be restrained by a leash at all times when any such pet shall not be confined in the pet owner's lot.

10. Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with Developer.

11. Tree Requirement

Upon completion of the construction of a residence, the Lot Owner shall cause to be planted two (2) trees, each with a minimum diameter of two (2) inches. An exception is if existing trees (2" in diameter) are growing in the front yard. Upon a lot Owners' failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right may take action necessary to bring about compliance, and the Owner on

demand shall reimburse Developer, or other performing party for the expenses incurred in so doing. Depending upon weather conditions. Developer, or its assigns, may grant an extension of time to complete this requirement. Any requests for extension shall be submitted to Developer in writing; and any granting of said requests shall be provided in writing by Developer.

12. Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed on the property at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for a swimming pool enclosure may be considered. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Chain link fences will not be approved. No privacy fences will be permitted.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

(d) No above ground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved, in writing, by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably, withheld.

(e) No antennae (except for standard small television antennae or microwave and other receivers and transmitters (including those currently called -"satellite dishes") shall be erected or placed on any lot unless its design and placement are approved, in writing, by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

13. Clotheslines.

No outside clotheslines shall be erected or placed on the lot.

14. 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 woods and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right may take such action as it deem appropriate, including mowing, in order to make the lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Maintenance of a lot, by the Owner, shall begin at the time of signing of contract to purchase.

15. 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 lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder hereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

16. Signs.

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 (1) sign for advertising the sale or rent thereof, which signs shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and lot number as allowed by applicable zoning regulations.

17. Drainage, Erosion and Sediment Control.

(a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from Lot Owner's lot upon any other property in BARDSTOWN WOODS. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(b) Developer shall provide each Lot Owner with a detailed drainage plan indicating direction of drainage for each lot and Lot Owner shall conform any construction on any lot to such drainage plan. It shall be the responsibility to each Lot Owner to ensure that the grading of his lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall be responsible for any costs or expenses to correct the problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in BARDSTOWN WOODS. •

18. Underground utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of the service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon whose lot said service line is located.

Appropriate easements are hereby dedicated and reserved to each lot Owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

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 written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission and distribution feeder lines, poles, and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electrical transformers and pedestals may be installed at appropriate points in any electrical easement.

In consideration of bringing service to the property shown on the plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electrical and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of BARDSTOWN WOODS Section 4, shall include easements for the installation operation and maintenance of cable television service to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of further communication, telecommunications and energy transmission mediums.

(d) The electric, telephone, television, cable boxes, gas service, connections, and water meter vaults have been installed and placed at grade. If any equipment has to be moved, replaced or repaired in any way, the cost of such will be the responsibility of Builder/Lot Owner of said lot.

19. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on a lot. Owner must remove it within ten (10) days.

20. Drains.

No storm water drains, roof down- spouts or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

21. Obligation to Construct or Re-convey.

Completion of the construction of a residence shall be made within twelve (12) months from date of closing from the purchase of the lot. If within twelve (12) months after said time, the Lot Owner has not completed the construction of a single family dwelling previously approved by Developer as per paragraph (2), Developer may elect to repurchase any such lot for the original purchase price in the deed of said lot. In such event the Lot Owner shall upon demand immediately re-convey and deliver possession of said lot or lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

(a) Duty to Repair and Rebuild. Each Owner of a lot "shall at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, then Owner shall with all due diligence promptly rebuild residence in a manner which will substantially restore it to its previous condition immediately prior to the casualty.

22. Restrictions Run with Land.

Unless canceled, 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. These restrictions may be canceled, altered or amended at any time by the affirmative action of 75 of those persons entitled to vote pursuant to the Articles of Incorporation of the BARDSTOWN WOODS HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any these restrictions, or to proceed for restraint of violations shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

23. Enforcement

Enforcement of these restrictions, excepting paragraph 20, shall be by proceeding at law or in equity, brought by any Owner of real property in BARDSTOWN WOODS SUBDIVISION, Section 4, by the homeowners association or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages. Should any of the aforesaid entities and/or individuals have to take legal action to enforce any of the provisions contained herein, they shall be entitled to recover their costs, including a reasonable attorney's fee.

24. Invalidation.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

25. Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house of any lot, the homeowner will automatically be a Class A member of the BARDSTOWN WOODS HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on the initial transfer of the lot from Developer and thereafter on February 1, which fee shall be annually determined by the Developer and/or its successors and/or assigns. This same amount shall automatically be charged annually until the Association or Developer gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of the due date, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefiting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A Notice of Lien, or Lis Pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien. The Lot Owner shall be required to pay all costs and/or attorney's fees incurred in the enforcement of this provision.

26. Homeowners Association.

Developer has incorporated the BARDSTOWN WOODS HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and Bylaws which established a Board of Directors and Officers of the Association, and the duties for which they are responsible.

27. Sidewalks.

Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the Lot Owner before house construction is completed.

28. Passageway.

Developer reserves the right to utilize any lot as a possible future passageway (road) to adjacent property.

29. Fences.

Fences, if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision, will become the property of abutting Lot Owners. Fences will be maintained and painted by the Lot Owner.

30. Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development. It is specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified, or canceled, then in such event the Lot Owners shall continue to be obligated to maintain the common areas and signature walls of BARDSTOWN WOODS unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

31. Dedication of Common Areas.

Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville Metro Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville Metro Planning Commission. Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

32. Reimbursement of Costs, Expenses and Fees.

Should Developer or any person or associations to whom it may have assigned any rights enumerated herein take any action necessary to bring compliance of these Declarations, they shall be entitled to recover their reasonable costs, including attorney's fees.

Witness the Signature of Developer by its duly authorized officers on this 12th day of September, 2003.

GPE DEVELOPMENT CORPORATION,
A Kentucky Corporation,

BY: _____
Gary Edelen, President

