

**REVISED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
GRANDEL FOREST ESTATES
AND
WOODS OF FEYHURST
JOINT COMMUNITY ASSOCIATION, INC
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANDEL FOREST ESTATES, SECTION I, and WOODS OF FEYHURST, SECTION I, is made this _____ day of _____, 2004, by Suburban Construction & Management, Inc., a Kentucky Corporation, P.O. Box 128, Shepherdsville, KY 40165 (“Developer”).

The Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into two residential subdivisions known as Grandel Forest Estates and The Woods of Feyhurst.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to this Declaration is more particularly described as follows:

BEING LOTS 15 through 31 and 107 inclusive, shown as Grandel Forest Estates, Section I, of record in Plat and Subdivision Book 49, Page 62, in the Office of the Clerk of Jefferson County, Kentucky.

BEING LOTS 1 through 40 and 105 inclusive, shown as The Woods of Feyhurst Section I, of record in Plat and Subdivision Book 49, Page 61, in the Office of the Clerk of Jefferson County, Kentucky.

BEING PART OF the same property acquired by Developer by Deed dated October 11, 2001, recorded in the Office of the Clerk of Jefferson County, Kentucky in Deed Book 7749, Page 206.

1. GRANDEL FOREST ESTATES (SIZE REQUIREMENTS)

All one-story residences must contain a minimum of 1400 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.

All one and a half story residences must contain a minimum of 1600 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.

All two story residences must contain a minimum of 2000 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.

2. THE WOODS OF FEYHURST (SIZE REQUIREMENTS)

All one-story residences must contain a minimum of 1200 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.

All one and one half story homes must contain a minimum of 1400 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.

All two story homes must contain a minimum of 1600 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.

3. The exterior building material of all structures shall extend to ground level and shall be brick veneer, stone veneer or a combination of the same. Developer recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every plane of 12 inches horizontal for structures with more than one story, and a plane of 7 inches vertical for every plane of 12 inches horizontal for one story.

4. All residences shall be served by a driveway of no less than 10 feet in width and all driveways shall be entirely constructed of asphalt or concrete. Any driveway constructed on a lot shall not interfere with natural drainage. All driveways will be located on the right side of the house unless otherwise approved by the Developer or his assignee.

5. Each owner of a lot shall, within thirty (30) days after completion of house construction on their property, and before occupancy, install adjacent to the street right of way, a concrete sidewalk which shall be 48 inches in width and 4 inches in depth. Said sidewalk shall have saw joints installed every 4 feet and expansion joints every 20 feet. The sidewalk provided for herein shall not be constructed in any manner which will impede water drainage from the lot. Any sidewalk constructed shall be parallel with the front property line and if the subject lot has a side line which is on a street, then the sidewalk must be constructed across the side of the property as well.

Each lot owner shall cause a sidewalk to be constructed on the lot within one year from the date construction of a residence on 80% of the lots in the section of development has begun, whether or not the lot owner has begun construction on that particular lot.

6. Grantor expressly reserves for itself, and its designee, the sole right to grant consent for the construction and operation of electric lights, telephone lines, conduits and gas lines and water lines in and upon any and all highways now existing or herein created, upon which any portion of said premises shall abut.

7. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except the Developer or his agent may maintain a model home or temporary Sales Office on any lot for the purposes of selling lots only. No shed, outbuilding, shack or barn shall be permitted on any lot, unless otherwise approved by the developer or his assignee.

9. 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 the geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. Pets must be kept on a leash or contained on the premises at all times and cannot be housed outside.

10. Each lot subdivided and sold herein shall be subject to an annual maintenance charge of \$120.00 per lot per year, payable to the Developer or his assignees, on the 1st day of each year succeeding the year in which said lot is purchased. The first year fee is to be prorated and payable the date of deed. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall be automatically subordinated to any first mortgage thereafter placed on the property by a new owner.

11. 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 containing a minimum two car attached garage for the sole use of the owner and occupants of the lot with the exception of lots 1, 27 and 40 can have a minimum of a one car attached garage.

12. All residents shall refrain from parking any vehicles either personal or business related on any roadway within the subdivision. No trailer, motorcycle, 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 habitually or repeatedly parked or kept on any lot, (except in a garage), or on any street. No trailer, boat, truck or any other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

13. Developer reserves the right to extend through any lots, roadways to adjacent property, which may be developed by the Developers. This right may be assigned by the Developers if in writing. No other lots may be subdivided without written approval of Developer. Developer reserves the right to incorporate additional sections in the future.

14. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.

15. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.

16. As to the lien provided for Paragraph 9, it is further understood and agreed that the Developer shall not be required to contribute the annual maintenance fee as set out in the said paragraph unless the Developer has sold and repurchased a lot.

17. All garbage shall be collected at least once a week. No garbage can or receptacle of any kind shall be stored in such a way as to be visible from the front of the residence, with the exception of the day of a waste pickup.

18. All lots must connect to the public water system when available.

19. The purchaser of any building lot (s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans will be at the sole discretion of the Developer and may be arbitrarily and unreasonably withheld. One (1) full set of plans will be provided for the Developer by the Buyer or Builder. Such plans will be signed by the Developer, as well as the lot owner or responsible party, and will remain in the possession of the Developer.

20. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat.

21. It is the individual owner's responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement or natural drainage exists. It is also the individual owner's responsibility to see that the yard is properly filled in and doesn't hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swales will run on all property lines and it is the individual property owner's responsibility to keep them cleaned out so they drain properly. In order to establish swales, any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage and re-establish sod or grass, etc. Furthermore, it is the owner's responsibility or the responsibility of the owner's contractor, to repair any damages done to the street or curbs. Any said damage is to be repaired within 30 days of occurrence. The Developer reserves the right to make necessary repairs and the cost of this will become a lien upon their property.

22. There is no time limit as to when home construction has to start after a lot is purchased as long as owner maintains lot in a presentable condition with grass not to exceed 12” in height. If Developer or Association has to mow, then they can charge and file a lien if necessary. After construction of the home has begun, there will be a time limit of one year for completion of all construction including a concrete or paved driveway.

23. No outside clothesline shall be erected or placed upon any lot.

24. No fence or hedge of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. No wire or chain link type fence shall be erected or placed upon any lot. No fence or hedge shall be erected or placed on any lot unless its design and placement are approved by the developer or his assignee. No fence or hedge shall exceed 72” in height.

25. No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl. This coated type of fence cannot be used as a yard fence, only on the outside of a tennis court.

26. No antennae, except for standard small television antennae, shall be erected or placed on any lot unless its design and placement are approved by the Developer or his assignee, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

27. Satellite dishes must be 18 inches or smaller in diameter. Placement of said dish must be in the rear of the home, not visible from the road.

28. No basketball goal or backboard, permanent or temporary, or any other type of sports equipment of a similar nature, shall be placed past the sidewalk in the right of way or street.

29. Mail boxes to be approved by Developer.

30. 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 the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

31. Each property owner’s utility service lines (electric, telephone, cable) shall be underground throughout the length of service line from LG&E point of delivery to the 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 which said service line is located.

32. Prefabricated houses will not be permitted on any lot in these developments.

33. Should any swimming pool be placed upon the property, the said pool shall be located in the rear yard and shall be screened by a privacy fence constructed entirely of wood, and not less than six feet in height. All swimming pools must be in-ground pools; no above ground pools will be permitted.

34. From and after the date the lot is purchased, it shall be the duty of each lot 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, then the Developer may take such action as he deems appropriate, including mowing, in order to make the lot neat and attractive. The owner shall then, upon demand by Developer, immediately reimburse the Developer or performing party for all expense incurred plus any allowable statutory interest. The Developer shall have a lien on the property until such repayment has been obtained. Such lien may be enforced by foreclosure against the lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

35. Any owner shall have the right to enforce any restriction by proceeding of law and the failure of any owner to enforce a covenant or restriction shall in no way be deemed a waiver of the right to do so thereafter.

36. Invalidation of any one of these covenants or restrictions by a judgment of court shall in no way affect any other provisions that shall remain in full force and effect.

37. No portion of any lot shall be used for ingress or egress to another lot or tract of land unless approved in writing by the Developer, but the Developer reserves the right to use any lot for ingress or egress to another lot of that tract of land. Developer reserves the right to grant ingress and egress easements across any lot that Developer still owns.

38. Upon 90% of the lots being sold by the Developer, a Resident's Association shall be established by the Developer's appointment of three (3) individuals who own property within these developments. Each owner of a lot shall be a member, and each member shall be entitled to one vote. After the initial appointment, the Association shall meet annually on the 12th day of January of each year, or until they change said meeting time by majority vote. The maintenance assessment established herein shall be paid to the Association upon its initial inception and said Association shall maintain and keep records concerning the location of the bank wherein the funds are kept and records concerning any and all disbursements from said account. Each member shall be entitled to review these records upon request.

39. At each annual meeting, directors and or/officers shall be elected by the lot

owners who shall serve for the succeeding one-year period. Failure of the Association to hold elections and/or meetings shall not be a release of the assessments set out herein, which shall continue to accrue. The Association shall further have the right to adopt any and all rules and regulations for the benefit of the property to which these restrictions apply.

40. No docks, piers, or permanent rafts shall be installed on the lake with the exception of any structure installed by developer or the Association.

41. No person, watercraft or vehicle of any description shall be permitted in or upon the lake, except for maintenance or safety purposes as determined by the Board of Directors.

42. Ice skating or walking on the frozen surface of the lake is not permitted.

43. Fishing by members and their guests is permitted subject to state laws. Guests must be accompanied by a member of the Resident's Association.

44. Feeding the waterfowl is not allowed.

45. The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Deed of Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

These restrictions may be amended or released only with the prior approval of the Louisville Metro Planning Commission.

RESIDENT'S ASSOCIATION

Owner's Easement of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every lot. The common area means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of any section of GRANDEL FOREST ESTATES, SECTION 1, and The Woods of Feyhurst, Section I which are in areas dedicated for public use, are also or shall become part of the common area subject to maintenance by the Resident's Association. The right of enjoyment is subject to the following provisions:

- (a) The right of the Resident's Association to charge reasonable fees for the maintenance of the common areas;
- (b) The right of the Resident's Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations;
- (c) Common areas, open spaces, 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 governmental involved and the approval of the Louisville Metro Planning Commission. The Homeowner's Association can not amend this restriction without approval from the Louisville Metro Planning Commission.
- (d) 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.

Delegation of Voting Rights.

Any lot owner may delegate, in accordance with the Bylaws, his voting rights to the common area to the members of his family or contract purchasers who reside on the property. Membership in the Residents Association may not be conveyed separately from ownership in the lot.

Resident's Associations Right of Entry.

The authorized representative of the Resident's Association or the Board shall be entitled to reasonable access to the individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority.

Assessments; Creations of the Lien and Personal Obligation.

Each lot owner, except Developer, by acceptance of deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Resident's Association (I) annual assessments of charges, and (II) special assessments for improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Resident's Association by the lot owners, until Developer transfers control of the Resident's Association. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments.

(a) The assessments levied by the Resident's Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the maintenance of the common areas for this purpose. Including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, material, management and supervision, payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Resident's Association when necessary and such other needs may arise. The Resident's Association and the individual lots owners shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, entrance ways, streets, crosswalks, and medians. These restrictions may not be amended.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13 of this Article IV, Developer or its nominee shall administer the assessments and receipts there from, which may only be used for purposes generally benefiting

GRANDEL FOREST ESTATES AND THE WOODS OF FEYHURST, AS PERMITTED IN THIS Declaration.

Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed \$120.00 per year per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Special Assessments for Improvements.

In addition to the annual assessments authorized above, the Resident's Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of any improvement upon the common area. Any such assessment shall have the assent of the members of the Resident's Association in accordance with the Bylaws.

Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors may at its' discretion waive the assessment for any year or part of a year for any lot not occupied as a resident.

Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Effect of Non-payment of Assessments; Remedies of the Resident's Association.

Any assessment not paid by the due date shall bear interest from the due date at 12%. An additional late charge of \$20.00 per month will be charged per lot for every month following the month in which the assessment was due. This will continue to accrue until the assessment has been paid. The Resident's Association may bring an action at law

against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Subordination of the Lien to First Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Membership

Developer and every owner of a lot which is subject to an assessment shall be a member of the Resident's Association. Such owner and member shall abide by the Residents Association's Bylaws, Articles of Incorporation and rules and regulations, shall pay the assessments provided for in the Declaration when due, and shall comply with decisions of the Residents Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Classes of Membership.

The Resident's Association shall have two classes of voting membership:

(a) Class A. The Class A members shall be all lot owners, with the exception of Developers, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be the Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(I) Transfer of control to the Resident's Association by Developer no later than 20 years from the date of the sale of the first lot to a lot owner other than Developer; or

(II) When ninety percent of the lots which may be developed in GRANDEL FOREST ESTATES AND THE WOODS OF FEYHURST have been sold by Developer.

46. The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the

expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions or any provisions hereof may be modified, altered, or terminated upon the written consent of 80% in number of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she owns).

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein written.

BY:

GEORGE R. MILLER, PRESIDENT
SUBURBAN CONSTRUCTION &
MANAGEMENT, INC.

STATE OF KENTUCKY
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing RESTRICTIONS FOR GRANDEL FOREST ESTATES, SECTION I, and THE WOODS OF FEYHURST, SECTION I, was produced to me in said State and County and was signed, subscribed, sworn, acknowledged and delivered by GEORGE R. MILLER of SUBURBAN CONSTRUCTION & MANAGEMENT, INC, a Kentucky corporation, party referred to as "Declarant", to be lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this _____ day of _____, 2004.
My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

This document prepared by:
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