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**DECLARATION OF RESTRICTIONS
FOR WOODBRIDGE PLACE**

RECORDED IN PLAT AND SUBDIVISION BOOK 48, PAGE~~s~~ 4
JEFFERSON COUNTY, KENTUCKY

MAIN STREET REALTY, INC., is the owner and "DEVELOPER" of the following lots in WOODBRIDGE PLACE:

Lots 1 through 11, inclusive, as shown on the plat of WOODBRIDGE PLACE of record in Plat and Subdivision Book 48, Page~~s~~ 4 and _____ in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owner(s) (the "Owner(s)") of lots in WOODBRIDGE PLACE, Developer imposes restrictions upon the above described lots as follows:

1. PRIMARY USE RESTRICTIONS

- (a) 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 single-family dwellings designed for the occupancy of one family (including any domestic employees living on the premises), not to exceed two and one-half stories in height and containing a private garage for the sole use of the owner and occupants of the lot.
- (b) There shall be no further subdividing of the 11 lots in WOODBRIDGE PLACE.
- (c) No portion of any lot shall be used for ingress and egress to another lot, unless approved by Developer.

2. APPROVAL OF CONSTRUCTION AND LANDSCAPING PLANS

The following shall be submitted to and approved in writing by Developer or by any person or association to whom it may assign the right, before any construction or placement or alteration has begun:

- (a) Plans and specifications for any building residence, or addition thereto, garage, fence, wall, driveway, mailbox, landscaping, other structure or improvement. Plans shall show the grade elevation, rear, front, and side elevations and location of the improvement on the lot. Specifications shall include building materials to be used, and shall include but not be limited to: exterior veneer (brick, stone, siding), windows and doors, exterior paint color, roofing, landscaping materials and/or planting materials.
- (b) Building materials shall not be stored on a lot for more than sixty (60) days, unless a structure is under active construction on said lot.

- (c) Minimum square footage of the residence shall be 4,000 square feet. Basements (improved or unimproved), garages, porches, (screened or unscreened), attics, and any unattached structure shall not be counted in the square footage minimum. In addition, walk out basements are not included in the square footage minimum.
- (d) Garage openings or doors for vehicular entrance shall not face the front line. All lots shall have at least a two car garage.
- (e) Fences or walls shall not extend toward the front or side street property line beyond the rear or side wall of the residence.
- (f) All swimming pools shall be below the grade of the residence.
- (g) All electronic receivers and transmitters including but not limited to "satellite dishes" or antennas shall not be visible from street or side yard.
- (h) Setbacks for the building line of any structure shall conform to the minimum lines shown on the record plat. Side yard setbacks from adjoining property line shall be no less than fifteen (15) feet.
- (i) No owner of lots 8, 9, 10, or 11 (a "Lot Owner") shall remove a deciduous tree of a size four (4) inch caliper or greater ("Protected Tree") from the thirty (30) foot Rear Buffer and building limit line (the "Rear Buffer") without the prior approval of the Developer or the Woodbridge Place Homeowners' Association, Inc. Each Protected Tree so removed shall be replaced by the Lot Owner with a deciduous tree of at least 2 ½ inch caliper (a "Replacement Tree"), which shall be planted within the Rear Buffer.

If a Protected Tree is removed and a Replacement Tree is not planted within the Rear Buffer within thirty (30) days after the removal, the Developer or the Woodbridge Place Homeowners' Association, Inc. shall give the Lot Owner written notice that a Replacement Tree must so be planted within a thirty (30) day period (the "Planting Period") commencing with the date of the written notice. Any Lot Owner who shall thereafter fail to plant a Replacement Tree within the Planting Period shall be deemed to have authorized the Developer or the Woodbridge Place Homeowners' Association, Inc. and their agents and contractors to enter upon the Lot Owner's property and to plant a Replacement Tree of a variety selected by the planter within the Rear Buffer.

The cost incurred by the Developer or the Woodbridge Place Homeowners' Association, Inc. in planting Replacement Trees shall be a lien upon the property of the Lot Owner upon whose Lot the Replacement Trees were planted which lien shall be inferior to a first mortgage lien upon such Lot and which lien shall be deemed to be a mechanics or maintenance lien under the provisions of Chapter 376 of the Kentucky

Revised Statutes (or any subsequent statutory arrangement) and shall be enforceable in the manner provided for such liens.

Any tree within the Rear Buffer which is not a Protected Tree may be removed by the Lot Owner(s). Diseased trees, trees constituting a hazard or a nuisance (other than merely as an impediment to planned construction or improvement) or which threatened the health of other trees and trees removed for fire protection shall not be deemed to be Protected Trees. Protected Trees may be trimmed or pruned to eliminate dead or diseased portions of those trees.

- (j) Developer, in its sole discretion, shall have the right to review, accept, approve, deny or alter any of the above.

3. BUILDER QUALIFICATIONS

The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

4. 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.

5. USE OF OTHER STRUCTURES AND VEHICLES

- (a) No structure of a 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.
- (b) No outbuilding, trailer, basement, tent, shack, garage, barn or other 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, 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 the garage) or on any street. No trailer, boat, truck or 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.
- (d) No automobile shall be habitually parked on any street or public right-of-way.

6. ANIMALS

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic areas) may be kept, provided 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. Existing leash laws shall be observed.

7. LANDSCAPING, DRIVEWAYS, TREES, MAILBOXES

- (a) After the construction of a residence, the lot Owner shall grade and sod all disturbed areas.
- (b) Each lot Owner shall construct a driveway of either concrete or asphalt, with a complete apron from property line to edge of pavement. This construction shall be completed within three months after completion of a single-family dwelling, weather permitting.
- (c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of the Developer or any person or association to whom it may assign such right. Special attention shall be given to limiting access during construction to sensitive areas around trees and vegetation.
- (d) Each Owner shall be required to purchase mail and paper delivery boxes (including the standards, brackets, poles, and name signs) which shall have been designated by the Developer for use in WOODBRIDGE PLACE; however, Developer may require each Owner to purchase all mail and paper delivery boxes (including the standards, brackets, poles and name signs) from a supplier selected by Developer in its sole and absolute discretion. The Developer shall, in its sole and absolute discretion, determine the location, size, color, design, lettering and all other particulars of all mail and paper delivery boxes, and the standards, brackets, poles and name signs for such boxes, that are to be used in WOODBRIDGE PLACE, in order to ensure uniformity in appearance with respect to these items. No hedge shall be planted on any lot unless its design and location are approved in writing by Developer in its sole and absolute discretion.
- (e) Upon an Owner's failure to comply with this provision, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

8. CLOTHES LINES, TENNIS COURTS

- (a) No outside clothes lines shall be erected or placed on any lot.

- (b) No tennis court shall be erected on any lot in WOODBRIDGE PLACE unless approved by the Developer.

9. DUTY TO MAINTAIN PROPERTY

From and after the date of purchase of a lot, it shall be the duty of each 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 Developer (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the Owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

10. BUSINESS, HOME OCCUPATIONS

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, 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 the provisions hereof or of paragraph 1, a new house may be used by a builder thereof as a model home for display or for the builder's own office, provided said use terminates within eighteen months of completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person or association to whom it may assign such right.

11. 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 sign for advertising the sale thereof, which shall not be greater in area than nine (9) square feet, provided, however, Developer shall have the right (I) to erect larger signs when advertising the subdivision, (II) to place signs on lots designating the lot number of the lots, and (III) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. DRAINAGE

Drainage of each lot shall conform to the MSD approved drainage plans of Developer for the subdivision.

13. 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. Immediately after framing and during construction, a suitable trash

container must be on site and all trash, construction debris, and other waste shall be placed in said container and disposed of periodically. There shall be no burying of building scraps.

14. UNDEGROUND ELECTRIC AND TELECOM EASEMENTS

- (a) Each Owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's 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's upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each Owner, together with the rights of ingress and egress over abutting lots of properties to install, operate and maintain electric service lines to LG&E's termination points. Electric 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 Owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Company.

- (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.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on this plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines. Above ground telephone facilities and pedestals may be installed at appropriate points in any telephone easement.

15. SANITARY SEWER AND DRAINAGE EASEMENTS

No permanent structure of any kind is to be placed on, over or under the land which is subject to sanitary sewer and drainage easements. The easement shall be for the benefit of the land and the subdivision and other land which naturally drains therein and said sewers and drains may be constructed by the Louisville and Jefferson County Metropolitan Sewer District, or any other public agency having legal authority for such construction or by others subject to approval by the aforesaid sewer district.

16. UNDERGROUND GAS EASEMENTS

- (a) No permanent structure shall be erected within the easement. Any gas utility using said easement at its option may remove permanent structure or obstruction within easement. Fences, shrubbery and gardens may occupy easement area at the Owners' risk.
- (b) All Owners' gas utility supply lines shall be at locations designated by Louisville Gas and Electric Company and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective Owner upon which the said gas line serves.
- (c) Appropriate easements are hereby dedicated and reserved to each Owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain gas lines to Louisville Gas and Electric termination points. Gas lines, as installed, shall determine the exact location of said easements.

17. DRAINAGE DETENTION BASIN EASEMENT

No permanent structure of any kind shall be placed on or over the land within said easements, except for drainage structures, pavements and landscape planting. The easements shall be for the benefit of the land in the subdivision and additional drainage improvements may be constructed by Louisville and Jefferson County Metropolitan Sewer District, Jefferson County, or by any other public agency having legal authority for such construction, or by others subject to approval of the aforesaid Sewer District of Jefferson County Works Department. Until said easement areas are accepted for maintenance by said Sewer District, Jefferson County, or another responsible public agency, said areas shall be maintained by the Owners of the underlying fee simple title.

18. WATER LINE EASEMENT

No permanent structure of any kind shall be erected or the grade of the surface of the land changed within the said easement(s) without written consent of Louisville Water Company. Fences, shrubbery, and gardens may occupy easement area at the Owner's risk. Temporary rights are hereby reserved to use land adjacent to the permanent easement (s) herein granted for storage and movement of excavated earth, rock, construction, materials, tools, and equipment during construction of said water lines.

19. HOMEOWNERS' ASSOCIATION

- (a) Developer will incorporate and cause to be formed a Homeowners' Association to be known as WOODBRIDGE PLACE HOMEOWNERS' ASSOCIATION, INC. (the "Association").
- (b) 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 and Jefferson County Planning Commission. The Homeowners' Association cannot amend this restriction without the approval from the Louisville and Jefferson County Planning Commission.

- (c) Anything to the contrary herein notwithstanding, the Association shall have the right and obligation to maintain all common areas, landscape easements and roadways within the development. Maintenance shall include but not be limited to snow removal on the roadways, repair or replacement of landscaping or trees in the common area and resurfacing and/or repairing of the roadways in the development. This provision shall not be amended.
- (d) The Association shall have the right to borrow money for the purpose of improving the common area or for construction, repairing or improving roadways located or to be located thereon.
- (e) The authorized representative of the Association or the Board shall be entitled to reasonable access to the individual lots as may be required 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 to make any alterations required by any governmental authority.
- (f) Each lot's Owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (I) annual assessments or charges, and (II) special assessments for capital improvements, such assessments to be established and collected as provided in paragraph (j) of this Section 19. The annual and special assessments, together with interests, 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 such assessment, together with interest, costs and reasonable attorney fees, shall also be 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.
- (g) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and, in particular, for the acquisition, improvements and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary and such other needs as may arise, and for the improvement and maintenance of the common area. Anything to the

contrary herein notwithstanding, the Association and the Owners shall be responsible for the maintenance of all common open space, private road, 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.

- (h) Until Class B membership ceases and is converted to Class A membership pursuant to paragraph (p) (ii) of this Section 19, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for the purposes generally benefiting WOODBRIDGE PLACE, as permitted in this Declaration of Restrictions.
- (i) 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 \$100.00 per month 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 5% above the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws.
- (j) 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.
- (k) In addition to the annual assessments authorized above, the 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 construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws.
- (l) 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 residence.
- (m) The annual assessments provided for herein shall begin as to any lot following the conveyance of the title for the lot from the Developer to the purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- (n) Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The 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 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 non-use of the common area or abandonment of his lot.

- (o) The lien of the assessments provided for herein shall be subordinated 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 lien 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.
- (p) Developer and every Owner of a lot, which is subject to an assessment, shall be a member of the Association. Each member shall abide by the Association's Bylaws, Articles of Incorporation recorded in the Corporation Book 48, Page 4, in the office of the Clerk of Jefferson County, Kentucky, the rules and regulations, shall pay the assessments provided for in this Declaration of Restrictions when due, and shall comply with decisions of the 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.
- (q) The Association shall have two classes of voting membership:
 - (i) Class A: Class A members shall be all lot owners, with the exception of Developer, and shall be entitled to one vote for each lot owned.
 - (ii) Class B: The Class B member shall be Developer. The Developer shall be entitled to ten (10) 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 by Developer no later than 20 years from the date of sale of the first lot to a lot owner other than Developer; or
 - II. When ninety percent (90%) of the lots which may be developed on the property described in Article I have been sold by Developer.

20. RESTRICTIONS RUN WITH LAND

Unless cancelled, 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 ownership of any lots of WOODBRIDGE PLACE. These restrictions, with the exception of the common areas, open space and medians may be cancelled, altered or amended by the affirmative action of the Owners of 75% of all lots or the Developer.

21. ENFORCEMENT

Enforcement of these restrictions, except Section 19, shall be by a proceeding in law or in equity, brought by an Owner of real property in WOODBRIDGE PLACE or by the Developer, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

22. INVALIDATION

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. LOT DEVELOPMENT

- (a) Contractors shall not use adjacent lots for vehicular ingress or egress, material storage or any other activities that will alter their appearance or condition during construction.
- (b) Contractors will be responsible for removal of mud on roadways when condition is caused by construction and becomes a nuisance to the Developer and others. Contractors will make every effort to schedule deliveries to their sites to minimize the possibility of mud accumulation.
- (c) Contractors will be responsible for maintaining construction sites in such a reasonably neat condition, including the removal and/or containment of all food and drink containers and any other such personal debris that may be deposited on lot of subcontractors.
- (d) Any cost to Developer resulting from noncompliance with above will be charged to contractors.

24. ASSIGNMENT OF RIGHTS

Developer shall assign all rights herein to the Association at the time provided for in Section 19.

