

SECOND REVISED RESTRICTIONS
BRYARFIELD SUBDIVISION

The undersigned, BRYARFIELD HOMEOWNERS ASSOCIATION, does this ___ day of November 2009 adopt the following second revised restrictions of Bryarfield Subdivision Lot 1-88, Mount Washington, Bullitt County, Kentucky.

WITNESSETH: The undersigned being owners of at least Fifty-One Percent (51%) of the Lots of Bryarfield Subdivision, Lots 1-88 situated in Mount Washington, Bullitt County, Kentucky as shown by Deed recorded in Deed Book 422, Page 273 in the Office of the Clerk of Bullitt County, Kentucky, do hereby adopt the following second revised restrictions and covenant which restrictions and covenants shall apply to all Lots of Bryarfield Subdivision, Lots 1-88, as shown on the Plat styled Bryarfield Subdivision, Lots 1-88 which is of record in Plat Cabinet 2, Slide 161 and 162, in the Office of the Bullitt County Clerk as follows:

The Restrictions contain in the Declaration of Restrictions of Bryarfield Subdivision of record in Deed Book 422, Page 273 in the Office of the Bullitt County Clerk are incorporated herein as if completely set out with the exception of restriction Number One (1) the subject matter which is placement of garages.

Number One (1) of the revised restrictions of Bryarfield Subdivision is modified and authored in this new Number One (1) shall be a restriction pertaining to placement of garages:

1. **PRIMARY USE RESTRICTIONS:** 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), which structure shall not exceed two and one-half (2 ½) stories in height in the front elevation, and three and one-half (3 ½) stories in height in the rear elevation, and which structure shall contain an attached private garage for not less than two (2) nor more than three (3) automobiles for the sole use of occupants of the lot; provided, however, that upon prior written approval of the Developer or by any person or association to whom it may assign the right, and then on such conditions as the Developer or its assigns may require. The garage may be detached. The garage doors shall open to the front, rear or side of the lot except on corner lots where the doors shall open to the rear only unless specifically approved by the developer to allow a side garage door. No log homes, underground or burm homes will be allowed.

IN WITNESS WHEREOF, the undersigned have executed this document as authorized by the revised restrictions of Bryarfield Subdivision, Number One (1) of record in Deed Book 422 Page 273 in the Office of the Bullitt County Clerk and being a minimum of Fifty-One percent (51%) in numbers of lots.

DECLARATION OF RESTRICTIONS

BRYARFIELD SUBDIVISION

Plat Cabinet 2, Slide 161-162
Bullitt County, Kentucky

09449

WHEREAS, BRYARFIELD DEVELOPMENTS, INC., a Kentucky corporation, of 155 Bleemel Lane, Mt. Washington, Kentucky 40047, is the Owner of all the following lots in (Sections 1 and 2 of BRYARFIELD (the Developer/Contractor for the lots is BRYARFIELD DEVELOPMENTS, INC.)

BEING Lots 1 through 50 (Section 1) inclusive, Lots 51-88 (Section 2) inclusive, a plat of which is of record in Plat Cabinet 2, Slide 161-162 in the Office of the County Clerk of Bullitt County, Kentucky; and

WHEREAS in conjunction with the development of the said lots, the Developer desires to impose certain covenants and conditions as herein provided:

NOW THEREFORE, for the mutual benefit of present and future owners of the above described Lots in BRYARFIELD SUBDIVISION, SECTIONS 1 AND 2, the Developer does hereby declare and impose the following covenants, conditions, and restrictions upon the above described Lots:

(1) PRIMARY USE RESTRICTIONS: 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), which structure shall not to exceed two and one-half (2½) stories in height in the front elevation, and three and one-half (3½) stories in height in the rear elevation, and which structure shall contain an attached private garage for not less than two (2) nor more than three (3) automobiles for the sole use of occupants of the lot; provided, however, that upon prior written approval of the Developer or by any person or association to whom it may assign the right, and then on such conditions as the Developer or its assignee may require, the garage may be detached. The garage doors shall open to the rear or side of the lot except on corner lots where the doors shall open to the rear only unless specifically approved by the developer to allow a side garage door. No log homes, underground or burm homes will be allowed.

(2) APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the grade elevation and location of the structure, fence, wall or improvement, the type of exterior material, the driveway (which shall be concrete), and a detailed landscaping plan (see Sections 9 and 10 below), shall have been prior approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. All roofs must be not less than a 7/12 pitch on one story structures and not less than 6/12 for structures of more than one story. The Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) BUILDING MATERIALS: The exterior building material of all structures shall (a) extend to ground level, unless otherwise approved in writing by Developer, or any person or association to whom it may assign the right, and (b) be either brick, stone, brick veneer and stone veneer or a combination of same, unless some other material shall be specifically approved in writing by Developer or its assignee. No aluminum single hung windows shall be permitted or installed in any structure erected on any lot; however, solid vinyl and vinyl clad wood windows may be acceptable window materials but must be approved before construction by the Developer.

(4) SETBACKS AND LIMITED ACCESS: No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded Plat, or as imposed by the planning commission, whichever is greater; however, if permitted by zoning regulations, steps and open porches may project into the said areas not more than six (6) feet and bay windows may project into the said areas not more than eighteen inches. No portion of any lot in BRYARFIELD Subdivision shall be used for ingress or egress to another lot unless approved in writing by the Developer, or any person or association to whom it may assign the right.

(5) STRUCTURAL PLACEMENT ON RESTRICTED LOTS: No structure shall be placed on the following lots, identified on the plat to which these restrictions are applicable, fronting any other thoroughfare than that which is indicated as follows: houses on lots 56 and 57 shall face Barbara Sue Lane; the house on lot 69 shall face Bayberry Court; the house on lot 70 shall face Sammy's Court; and the houses on lots 47 and 50 shall face Bittersweet Court.

(6) MINIMUM FLOOR AREAS: Unless otherwise approved in writing by Developer, or any person or association to whom it may assign the right:

- (a) The ground floor area of a one-story house, exclusive of the garage, shall be a minimum of 1600 square feet.
- (b) The floor area of a one and one-half (1½) story house shall be a minimum of 1800 square feet, exclusive of the garage, with not less than 1100 square feet on the first floor.
- (c) The floor area of each floor of a two-story house shall contain a minimum of 900 square feet, for a total minimum floor area of 1800 square feet, exclusive of the garage.
- (d) The total floor area of a multi-level house not otherwise above identified, shall be a minimum of 2,000 square feet, exclusive of the garage.
- (e) Basements and basement areas, whether finished or unfinished, and open porches are not to be included in computing applicable floor area under the provision of these restrictions.

(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 STRUCTURES AND VEHICLES:

- a. No structure of a temporary character shall be permitted on any lot except temporary tool sheds, field offices, or sales offices, used by the Developer, which shall be removed when the development is completed; and similar structures which builders may place on any lot with the prior approval of the Developer.
- b. No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporary or permanent.
- c. No trailer, truck, commercial vehicle, camper trailer, recreational 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, truck, commercial vehicle, camper trailer, recreational vehicle, boat, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours. When used in these restrictions, the term automobile shall include and be deemed to include any standard one-half ton or smaller pickup truck which does not have a camper regularly maintained thereon, and shall further include any passenger vans of 14 passengers or less.
- d. No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

(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; and shall be maintained in accordance with all laws and ordinances, including vaccination, licensing, and leash laws.

(10) HUNTING: No hunting shall be allowed in the common areas or in any undeveloped areas of BRYARFIELD. Furthermore, guns are not permitted in either area described hereinabove.

(11) LANDSCAPING: SIDEWALKS: After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the walls of the residence and the pavement of any abutting streets; and in conformance with the approved landscape plan under Section 2 above. Each lot owner shall cause a sidewalk to be constructed on each lot as and where required by the applicable subdivision construction plans. When used herein and in Section 10 below, the term "lot owner" shall mean and include the builder of a residence on a lot.

(12) PLANTING OF TREES: UPON THE CONSTRUCTION OF A RESIDENCE, THE OWNER SHALL CAUSE TO BE PLANTED IN THE FRONT YARD A TREE WITH NOT LESS THAN A TWO INCH DIAMETER. Upon an owner's failure to

comply with this paragraph, or Paragraph (9) above, 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 on demand shall reimburse Developer or other performing party for the expense incurred in so doing, including reasonable attorneys fees. The obligations hereunder shall be both personal and run with the land; and the conveyance of a lot shall not relieve an obligated party of its obligations hereunder.

(13) MAIL AND PAPER BOXES; HEDGES: The Developer will establish a plan for uniform mailboxes and they will be erected and supplied by Developer at cost in order to provide uniformity.

(14) CLOTHES LINES: No outside clothes lines shall be erected or placed on any lot; unless applicable law shall at some future date mandate to the contrary.

(15) SWIMMING POOLS: No swimming pool (exclusive of portable children's wading pool with no permanent installation of water or chemicals) shall be installed on any lot except with the prior express written approval of the Developer or any person or association to whom it may assign the right; and in any event any above ground pool shall not have an above ground height in excess of thirty (30) inches, nor a diameter in excess of twenty (20) feet. Any pool installation shall conform fully with all applicable codes, health department regulations, and safety regulations; and the lot owner shall provide the Developer or Association with a copy of all required governmental approvals.

(16) DUTY TO MAINTAIN PROPERTY: It shall be the duty of each lot owner to keep the grass on the owned lot properly cut, to keep the lot free from weeds, trash, and vermin, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the 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 upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(17) BUSINESS; HOME OCCUPATIONS: No trade or business of any kind (and no practice of medicine, dentistry, law, or other professions, or 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), above, a new house may be used by the builder thereof as a model home for the builder's own office, provided said use terminated within two (2) years from completion of the house.

(18) 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 or rent of the home, which sign shall not be greater in area than nine (9) square feet; and except Developer shall have the right to erect larger signs when advertising the subdivision, and may, on request, grant permission to builders for vary from this restriction, provided the builder shall comply with all county sign ordinances. This restriction shall not prohibit placement of occupant name signs and lot or street numbers as allowed by applicable zoning regulations or required by law.

(19) DRAINAGE: Drainage of each lot shall conform to the general drainage plan filed by the Developer for the subdivision; and the builder or lot owner shall comply with the filed plans in connection with all construction and landscaping activities on each lot.

(20) 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. Construction debris shall be cleaned up on a regular basis by builders or lot owners, and shall not be permitted to remain on any lot nor to create a nuisance or hazard.

(21) UNDERGROUND UTILITY SERVICE: Electric service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas and Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne individually by, the respective lot owner upon which said service lines are located. The electric and telephone easements shown on the Plat shall be maintained and preserved in their present grade, elevation, and condition, no encroachment shall be permitted thereon, and no change in the grade or elevation thereof shall be made by any person or owner without the express consent in writing of the Louisville Gas and Electric Company, Salt River Electric, and ALLTEL Telephone Company, or their successors.

(22) SURFACE WATER DRAINS AND SEWER CONNECTIONS: No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections to sanitary sewers on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(23) RESTRICTIONS RUN WITH LAND: Unless cancelled, altered or amended under the provision of this paragraph, these covenants and restrictions are to run with the land and shall be binding upon 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, unless an instrument signed by a majority of the then owners of all lots in all sections of BRYARFIELD SUBDIVISION has been recorded, agreeing to change these Restrictions and Covenants, in whole or in part. These Restrictions may be cancelled, altered, or amended by the affirmative action of the owners of Seventy-Five (75%) of the lots in all sections of BRYARFIELD SUBDIVISION, or any time after the Developer has turned control of the subdivision over to the Home Owner's Association as provided in paragraph (24) below. The Developer reserves the right to modify, alter, change or amend these Restrictions or any portion thereof, or grant waivers to any portion hereof, so long as it owns Ten Percent (10%) or more of lots in BRYARFIELD SUBDIVISION. Failure of the Developer or any owner to demand or insist upon strict observance of any of 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 at a later time.

(24) ENFORCEMENT: Enforcement of these Restrictions—shall be by proceedings at law or in equity, brought by any owner of real property in BRYARFIELD SUBDIVISION, by the Association designated in Paragraph (24), below, or by Developer, against any party violating or attempting to violate any covenant or restrictions, either to restrain violation, to direct restoration, or to recover damages. In any action brought by the Developer or by the Association to enforce these restrictions, they shall be entitled to recover both their costs and a reasonable attorney's fee. In any action brought by a lot owner against owner to enforce any provision of these restrictions, the court may, in its discretion, award attorney fees to the prevailing party.

(25) INVALIDATION: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(26) RESIDENTS MAINTENANCE ASSOCIATION:

- a. There is hereby created the BRYARFIELD RESIDENTS ASSOCIATION (the "Association"). Every owner of a lot in BRYARFIELD SUBDIVISION shall be a member of the Association and by acceptance of a Deed for any lot agrees to accept membership in, and does thereby become a member of the Association, and is subject to the Association's By-Laws and properly adopted Rules and Regulations, and shall comply with the decisions of a majority vote of the Association's members.
- b. The objects and purposes of the Association shall be as set forth in it's Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of it's members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof,

the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, lakes and entrances as shown on the plats of the Subdivision, and acceptance of common area for purposes of operation, maintenance and repair.

- c. Any assessment levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and shall be enforceable against the real estate by foreclosure or otherwise.
- d. The first assessment hereunder shall be no higher than \$10.00 per month per lot, beginning October 9, 1995. Beginning January 1, 2000 and at anytime thereafter, the Association, by a majority vote of its members entitled to vote under the provisions hereof, may increase or decrease the amount of and fix the due date of each assessment.
- e. The membership of the Association shall be classified as follows:
 - (i) Class A Membership shall consist of all Members other than the Developer; and,
 - (ii) Class B Membership shall consist of Developer.

Each member shall have one (1) vote in respect of each lot owned by such member, But Class A Members shall not be entitled to exercise their right to vote until after January 1, 2000, or such time as in Developer's sole determination Developer owns less than Ten Percent (10%) of all lots in BRYARFIELD SUBDIVISION, whichever shall occur first. Until such time, the Class B Member shall be the only voting member of the Association.

- f. Nothing herein shall be construed as imposing on the Developer the obligation to assess or collect any maintenance charges herein provided.
- g. The Association, by a majority vote of its members, may assign its duties hereunder, in whole or in part, to any governmental authority which has assumed or assumes such assigned obligations for the maintenance and repair of streets, common areas, crosswalks, storm drains, basins, entrances, the Open Space or Landscape Buffer Zone, et cetera, in BRYARFIELD SUBDIVISION.
- h. The Association may remain unincorporated or, may at the option of a majority of its members, incorporate as a not-for-profit corporation, in which event the provisions of this Paragraph (24) shall become a portion of the by-laws of the corporation, not subject to amendment except as provided in these Restrictions.

WITNESS, the signature of the duly authorized officer of BRYARFIELD DEVELOPMENTS, INC., this 13th day of November, 1995.

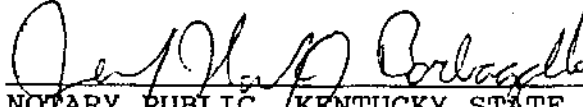
BRYARFIELD DEVELOPMENTS, INC.

BY: Bryan S. Gordon, Skip Hatfield
Co-President

COMMONWEALTH OF KENTUCKY

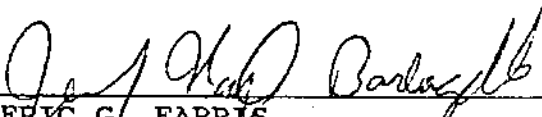
COUNTY OF BULLITT

The foregoing instrument was acknowledged, subscribed and sworn to before me this 13th day of November, 1995, by Bryan Gordon and Skip Hatfield, as Co-President of BRYARFIELD DEVELOPMENTS, INC., a Kentucky corporation, for and on behalf of the corporation.



NOTARY PUBLIC, KENTUCKY STATE AT LARGE
MY COMMISSION EXPIRES: February 8, 1998

THIS INSTRUMENT WAS PREPARED BY:

BECKER, FARRIS & GALLAGHER


ERIC G. FARRIS
JENNIFER HATFIELD BARBAGALLO
200 S. BUCKMAN STREET
P. O. BOX 460
SHEPHERDSVILLE, KY 40165
(502) 955-7181

C:\REALESTATE\1995\bryarfield.rst

FEE PD. ST. 3 CLK 17
DEED TAX
LODGED AND RECORDED THIS
95 MAY 30 AM 10:09
REC'D. COUNTY
CLERK
BULLITT COUNTY CLERK
BY  D.C.