

**Bogard Woods**  
SECTION 3 RESTRICTIONS

DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR “**BOGARD WOODS, SECTION 3**”.

THE UNDERSIGNED BEING THE DEVELOPER OF ALL LOTS IN:  
**BOGARD WOODS, SECTION 3** (BEING LOTS 21-52 INCLUSIVE). A PLAT OF  
WHICH IS RECORDED IN PLAT CABINET CAB 4, SLIDE 61-61. ALL  
PLATS RECORDED AT THE BULLITT COUNTY CLERKS OFFICE,  
SHEPHERDSVILLE, KENTUCKY.

***DO HEREBY ADOPT THE FOLLOWING RESTRICTIONS:***

1. All homes erected shall have at least 1,200 sq. ft. of floor space.
2. All homes must be approved by the developer prior to construction.
3. All homes must have an exterior made of brick, stone, vinyl, or a combination of the same. The Developer realizes that there are other exterior building materials that are attractive and reserves the right to approve other materials. Exterior material must be approved by developer, prior to construction.
4. All driveways and city sidewalks shall be concrete and shall be complete prior to occupancy.
5. No mobile homes, trailers, tents, shacks, garages, or any other outbuilding shall be constructed or parked on any lot, and used as living quarters.
6. No mobile homes or pre-fabricated homes shall be allowed.
7. All homes shall be constructed on a basement, crawl space, or slab.
8. If any garages are constructed, the front of the garage and any part facing the road, shall be of the same material as the home. All materials must be approved, BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION, prior to construction.
9. No commercial business can be conducted at any residence.
10. The front yard shall be sod. The side and rear yard may be sowed in seed. Weather allowing, this shall be complete prior to occupancy.
11. All homes are to be built on the building line, unless written permission is obtained from the developer. No buildings shall be constructed in drainage easements.

12. All homes shall be set in accordance to Planning and Zoning regulations and also observing all easements.
13. All homes shall be complete within one year from start of construction.
14. No inoperative cars, trucks, tractors, or any other inoperative vehicle shall be allowed on said premises more than seven days. No heavy equipment or commercial tractor and trailers shall be permitted, with exception to vehicles loading or unloading for purposes of improvement or further development of the subdivision.
15. All homes shall be single-family homes.
16. Fences shall either be black chain link or pressure treated wood. Fences shall be in the backyard only, starting at the back corner of the house. The location of all fences, the materials, and the construction method of said fences, SHALL BE APPROVED BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION, prior to constructing. Fences cannot be placed in any fashion that would restrict drainage water flow.
17. Prior to occupancy, weather permitting, all builders and/or owners shall landscape the front of their home.
18. All finish grading shall be done in a manner that all water will drain towards the street and/or rear yard ditches.
19. All yards shall be properly maintained. It shall be the duty of each lot owner to keep grass on the property cut, to keep the lot free of weeds and rubbish, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the HOMEOWNERS ASSOCIATION may take such action as it seems necessary, including mowing, lot clean up, etc., in order to make the lot neat and attractive. The owner shall immediately upon demand, reimburse the Homeowners Association for all costs expended.
20. No animals, including without limitation, reptiles, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot. A reasonable number of dogs, cats, or other traditional household pets may be kept inside the residence.
21. There shall be no overnight or continuous daytime parking on the streets. VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE. This excludes parking by construction workers, during construction of homes.
22. Each homeowner shall pay an annual fee in the amount of \$75.00. This fee will be due by May 1<sup>st</sup> of each year. All new homeowners will pay a pro-rated amount within 30 days of occupancy. This fee will be paid to the Bogard Woods

31. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The proceedings can be brought by any owner of real property in this community, by the Homeowners Association, against any party violating or attempting to violate any covenant or restrictions, either to restrain violation, to direct restoration and/or to recover damages.
32. Invalidity of any one 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.
33. The Homeowners Association will be formed. The officers will be appointed by the developer. These officers shall serve as trustees for the Homeowners Association for a term of two years. The homeowners Association shall exercise those powers, duties, and functions set forth in these Restrictions. Any vacancy on the Homeowners Association shall be filled by a vote of lot owners as provided by rules adopted for conduct of business by the Homeowners Association. The Homeowners Association shall make reasonable rules and regulations for its operation and election of directors and may employ such agents as well as will enable it to carry out the provisions of this declaration. Every lot owner, in this section, shall be a member of the Homeowners Association by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association By-Laws, rules and regulations, shall pay assessments provided for when due, and shall comply with decisions of the Homeowners Association Board of Directors.
34. Any assessment levied by the Homeowners Association shall be used only for purposes generally benefiting the Homeowners Association and shall constitute a lien upon the lot and shall be enforceable against real estate by foreclosure or otherwise.

THESE RULES AND REGULATIONS REPLACE ANY PRIOR RULES AND REGULATIONS SET FORTH. THESE REGULATIONS APPLY TO ALL LOTS IN SECTION 3, OF "BOGARD WOODS". THESE RULES AND REGULATIONS ARE ADAPTED BY THE DEVELOPER:

Developer-  
Dogwood Homes of Ky. LLC  
P.O. Box 409  
Mt. Washington, KY 40047

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21<sup>st</sup> day of February, 2017.

Dogwood Homes of Ky. LLC

By: Richard Miles, Managing Member

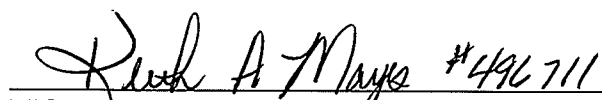



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STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned NOTARY PUBLIC, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by Dogwood Homes of Ky. LLC, by Richard Miles, Managing Member, party thereto, to be his true act and deed and the true act and deed of said LLC.

Witness my hand this 21<sup>st</sup> day of Feb, 2017.

  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE  
My commission expires: 10/22/2017

This document prepared by   
Richard Miles  
Dogwood Homes of Ky. LLC  
P.O. Box 409  
Mt. Washington, KY. 40047  
502-957-4663

BULLITT COUNTY  
D914 PG629

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DOCUMENT NO: 576760  
RECORDED: March 01, 2017 02:15:00 PM  
TOTAL FEES: \$22.00  
COUNTY CLERK: KEVIN MOONEY  
DEPUTY CLERK: BEVERLY BOWLING  
COUNTY: BULLITT CO CLERK  
BOOK: D914 PAGES: 625 - 629