

**Bogard Woods**  
SECTION 6 RESTRICTIONS

MAILED TO:  
PREPARER

DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR “**BOGARD WOODS, SECTION 6**”.

THE UNDERSIGNED BEING THE DEVELOPER OF ALL LOTS IN:  
**BOGARD WOODS, SECTION 6** (BEING LOTS 601-624 INCLUSIVE). A PLAT  
OF WHICH IS RECORDED IN PLAT CABINET 4, SLIDE 245. 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. Notwithstanding anything to the contrary, 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 impede the flow of drainage water.
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 Homeowners Association. The fees are to be used to maintain common areas such as grass, entrances, landscaping, retention / detention / sediment basins, drainage, fences, roads, utilities, street lights, insurance, management company, etc. The amount of the annual fee can be changed by the developer or the Homeowners Association. Unpaid dues will be charged 10% interest, court fees, and attorney fees, until paid in full.** Notwithstanding anything to the contrary, neither the Declarant nor the Developer (nor any builder who has purchased a lot from the Developer, so long as such builder owns such lot and no one lives in the residence constructed on such lot, for a maximum period of eighteen (18) months) shall be liable for or pay any assessments due to the Association with respect to any lots as to which they or it, hold title.
23. All mailboxes and post are to be uniform and can be purchased from the developer. Any mailbox installed, that is not in compliance with the regulations, can be replaced by the homeowner's association and billed to the homeowner at 150% of the cost.
24. Any Swimming Pool erected or placed on any lot must be fenced around the perimeter of the swimming pool and must meet all regulations of the City of Mt. Washington.
25. No carport shall be constructed on any lot unless approved in writing by the Homeowners Association.
26. Accessory buildings- Any accessory building, larger than 300 sq. ft., must have the approval of the Homeowners Association. All accessory buildings must have an exterior of treated wood, painted wood, brick, stone, or siding.
27. The developer reserves the right to revise or change any restriction. Each section of the development shall abide by the regulations set forth for that section of the development.
28. Once each section is 90% complete, the Homeowners Association will approve and enforce all restrictions. The developer reserves the right to override the Association on rules and regulations set forth in this development.
29. Incorporation into deed: The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described.
30. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically

- extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon enforcement of any of these restrictions or to proceed on restraint of violation shall not be deemed a waiver of the violations or the right to seek enforcement of these restrictions.
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, having one (1) vote for each lot owned. 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. Developer reserves the right to add additional sections of Bogard Woods Subdivision to the Homeowners Association by future deed or restrictions.
  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.
  35. If the Homeowners Association incurs an operating deficit, Developer, builder or any other affiliated entity of Developer ("Affiliated Entity"), may, at its option, loan funds to the Homeowners Association to fund the deficit. In the event that Developer, Builder and/or Affiliated Entity elects to fund the deficit, the Homeowners Association shall execute a loan agreement and promissory note for the benefit of Developer, builder and/or Affiliated Entity, as the case may be, the

form of which shall comply with the terms and conditions set forth in that agreement. The Homeowners Association shall be obligated to repay the Developer, builder, and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Homeowners Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

THESE RULES AND REGULATIONS REPLACE ANY PRIOR RULES AND REGULATIONS SET FORTH. THESE REGULATIONS APPLY TO ALL LOTS IN **SECTION 6, OF "BOGARD WOODS"**. THESE RULES AND REGULATIONS ARE ADAPTED BY THE DEVELOPER:

Developer-  
Miles Family Properties. LLC  
233 Buckland Trace  
Louisville, KY 40245

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 13<sup>th</sup> day of November, 2020.

Miles Family Properties. LLC

By: Richard Miles, Member

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 Miles Family Properties. LLC, by Richard Miles, Member, party thereto, to be his true act and deed and the true act and deed of said LLC.

Witness my hand this 13 day of Nov., 2020.

Richard A. Mayo #586627  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE  
My commission expires: 10-22-21

This document prepared by

Richard Miles  
Richard Miles  
Miles Family Properties. LLC  
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