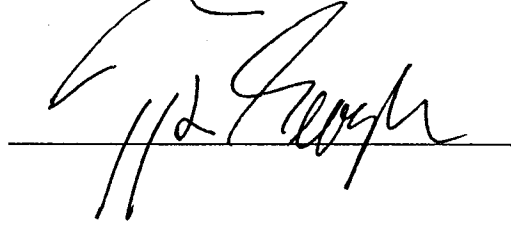
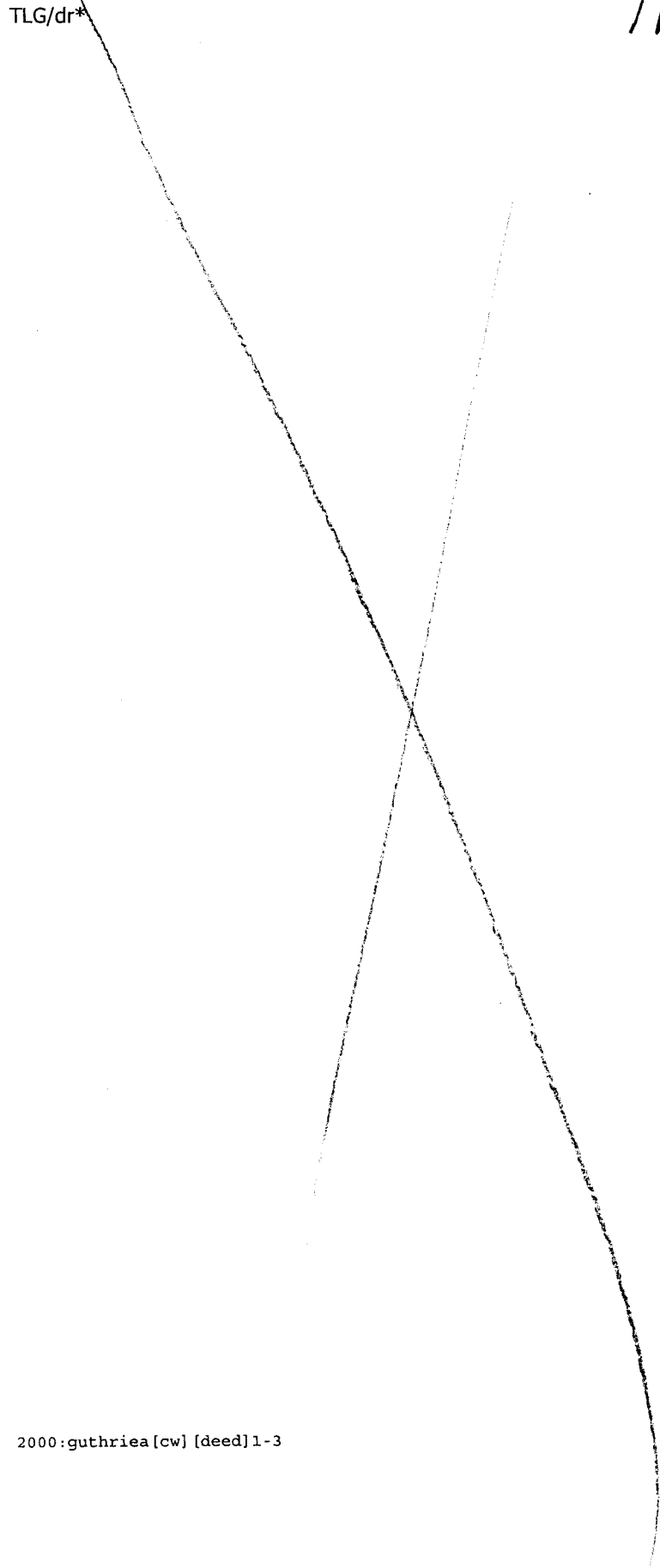



The foregoing instrument was prepared by the law firm of GEOGHEGAN &  
ASSOCIATES, 116 East Stephen Foster Avenue, Bardstown, Kentucky.



TLG/dr\*



2001 JUN 18 PM 2:52  
ATTN: HARRIS S. HATTINGLY  
KELSON COUNTY CLERK  
BY  D.C.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the lot shall be submitted to Developer or any person or association to whom it may have assigned the right, which shall be approved in writing prior to the beginning of any construction on any lot.

Any exposed retaining wall shall be faced with the same brick or stone as the residence. At the sole discretion of the Developer, the facing material may be a different material, however, the use of said material must be approved by Developer prior to construction. Any exposed foundation and/or basement wall shall be faced with the same brick or stone as the residence and in the event the foundation and/or basement wall is of a different material than the exterior material of the house, said foundation and/or basement wall must be faced with a brick, stone or other facing material approved by Developer.

Prior to beginning construction on any lot, the builder shall grade driveway, install pipe where necessary and rock the first 20 feet of the driveway to keep streets as free as possible from mud and other debris during construction.

GENERAL CONTRACTORS:

Prior to the commencement of construction on any lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within Woodlawn Springs Subdivision, Phase 8.

BUILDING MATERIALS:

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

SETBACKS:

No structure shall be located on any lot nearer to the front Lot line or the side street line than front lot set back of thirty five (35) feet as shown on the recorded plat of Woodlawn Springs Subdivision, Phase 8. Side yard set backs shall total twenty (20) feet for both side yards with a minimum of ten (10) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

DWELLING SIZE AND BUILDING SIZE-MINIMUM FLOOR AREAS:

(A) The ground floor area of a one story house shall be a minimum of 1,350 square feet, exclusive of the garage.

(B) The total floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with the ground floor area a minimum of 900 square feet exclusive of garage.

(C) The ground floor area of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 1,800 square feet.

(D) Any home design other than a one story, 1 ½ story or 2 story must be approved by Developer and such approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

GARAGES:

All lots containing residences shall have at least a one car garage, unless otherwise approved in writing by the Developer. All garages shall have the same exterior finish as the attached house. No detached garages are allowed.

No carports shall be constructed on any lot in Woodlawn Springs Subdivision, Phase 8 Subdivision.

There shall be one single family dwelling per lot in Woodlawn Springs Subdivision, Phase 8, and no other building shall be erected on any lot. The requirement for an attached garage may be waived in some instances by the Developer, if the home to be

constructed has a drive-in garage in the basement. Approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

ROOF PITCH:

The roof pitch must not be less than six (6) inches vertical for every twelve (12) inches horizontal.

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.

USE OF OTHER STRUCTURES OR VEHICLES:

(A) No structure of a permanent or 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, it being provided however that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

(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, temporarily or permanently.

(C) No trailer, truck, 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 parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(D) No automobile shall be continuously or habitually parked on any street or public right of way in Woodlawn Springs Subdivision, Phase 8.

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 or shall be restrained by a leash at all times when any such pet shall not be confined to the pet Owner's Lot.

DRIVEWAYS:

All driveways shall be asphalt, concrete, paving brick, or stone approved by the Developer.

TREE REQUIREMENTS:

Upon the construction of a residence, the Lot Owner shall cause to be planted two (2) trees each with a minimum diameter of three (3) inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand, shall reimburse Developer or other performing party for the expense incurred in so doing.

MAIL AND PAPER BOXES, HEDGES AND FENCES, SWIMMING POOLS, ANTENNAE:

(A) A mailbox and paper holder selected by the Developer shall be placed at Lot Owner's expense.

(B) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosure, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and

landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(C) Developer reserve the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of the adjacent Lot Owners for maintenance and repairs.

(D) No aboveground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(E) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

CLOTHES LINES:

No outside clothes lines shall be erected or placed on any Lot.

DUTY TO MAINTAIN PROPERTY:

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 its 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.

BUSINESS, HOME OCCUPATIONS:

No trade or business of any kind (and no practice of medicine, dentistry, osteopathy and the 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 this

provision, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use is terminated within one (1) year from completion of the house.

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 thereof, which sign shall not be greater in area than nine (9) square feet, except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers or Lot number as allowed by applicable zoning regulations.

DRAINAGE:

It shall be the responsibility of each Lot Owner to ensure that the grading of his lot shall comply with the drainage plan. If drainage is blocked or altered the home Owner shall correct the problem at his expense or Developer may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct problem. Each Lot Owner will insure that the drainage from the Owner's Lot shall not cause dirt, silt, rubbish, and similar materials to enter the grounds of the Golf Course at WOODLAWN SPRINGS and shall take whatever action is necessary to prevent same, including necessary drainage fencing during construction.

(a) Underground Utility Service: Each property Owner's gas and electric service lines shall be underground throughout the length of the service line. From 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 upon which said service line is located.

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 electric service lines to termination points. Electrical service

lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements show 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 Lot Owner without the express written consent of utility providers and their respective successors and assigns.

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

In consideration of bringing service to the property shown on the plat, utility providers are granted the right to make further extension of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of Woodlawn Springs Subdivision, Phase 8, shall include easements for the installation, operation and maintenance of cable television services to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

DISPOSAL OF TRASH:

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. If trash is placed on a lot, Owner must remove it within thirty (30) days. All Homeowners shall subscribe to the service of the sanitary disposal company responsible for pick-up and removal of waste from Woodlawn Springs Subdivision, Phase 8.

OBLIGATION TO CONSTRUCT OR RECONVEY:

Within sixty (60) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good



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faith the construction of a single family dwelling approved according to these covenants, upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of general warranty, free and clear of all liens.

The only exception to the obligation to construct or reconvey will be circumstances where a homeowner has purchased two or more contiguous lots and erected a primary residence while using the additional lot as an integral part of the residence yard.

DUTY TO REPAIR AND REBUILD:

Each Owner of a Lot shall, at the Owner's 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 Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its prior condition immediately prior to the casualty.

RESTRICTIONS RUN WITH LAND:

Unless canceled, 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 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. These restrictions may be canceled, altered, or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, the right to recover damages, or the right to seek enforcement of these restrictions.

ENFORCEMENT:

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any Owner of real property in Woodlawn Springs Subdivision, Phase 8, Lots 210 through 242; or by the WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC. or its successor; or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

INVALIDATION:

Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

FEES FOR SUBDIVISION FUND LIEN:

Effective with the occupancy of a house on any lot, the homeowner will automatically be a member of the WOODLAWN SPRINGS HOMEOWNERS'S ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 2001. This same amount shall automatically be charged annually until the Association gives notice of any increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

HOMEOWNER'S ASSOCIATION:

C. Barr Schuler and JoAn Brown Schuler, Developers of the prior phases of Woodlawn Springs Subdivision, have incorporated the WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky Corporation, and have filed and recorded Articles of Incorporation

and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

GOLF COURSE: Owners of the Lots and homes and any residents understand that Woodlawn Springs Golf Course will be an integral part of the subdivision community. Operation of the course will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Course understand that recreation activities will be conducted as permitted by the By-Laws of the Course.

All Owners of Lots bordering or backing up to the golf course, shall, during the construction period for cleaning and/or building of any structure on the lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course, as necessary to prevent silt from entering golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from lot to golf course land. Removal or clean up of the above referenced items shall be at Lot Owner's expense.

FENCES: Fences if erected by Developer on the outer premises and at the rear of lots in various parts of the subdivision, will become the property of the abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

MAINTENANCE OF OPEN SPACE, WALKING PATH, TENNIS COURTS AND ENTRANCES:

The Homeowners Association will maintain the open space, tennis courts, walking paths, and entrance, which are an integral part of the subdivision community and development.

No common areas including medians in the right of way, open space, walking paths, tennis courts and entrance shall be dedicated

to a unit of local government without the acceptance of the unit of local government involved and the approval of the Bardstown and Nelson County Planning Commission. The provisions contained in this paragraph shall not be amended by the Homeowners Association.

ANNEXATION:

No protest, petition, suit, or any other form of remonstrance shall be made to any future annexation by the City of Bardstown of the subject lots.

C. Barr Schuler and JoAn Brown Schuler, developers of prior phases of Woodlawn Springs Subdivision, have executed this instrument to indicate their approval of these restrictions in accordance with the provisions contained in Deed Book 372, Page 362 in the Nelson County Clerk's Office.

IT WITNESS WHEREOF, the parties have executed this instrument on date indicated in the acknowledgments.

H & H ASSOCIATES OF BARDSTOWN, INC.

By: *Joseph L. Hutchins* Pres.  
Joseph L. Hutchins, President

By: *J. Richard Heaton*  
J. Richard Heaton, Secretary

*C. Barr Schuler*  
C. Barr Schuler

*JoAn Brown Schuler*  
JoAn Brown Schuler

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of May, 2001, by Joseph L. Hutchins, President of H & H ASSOCIATES OF BARDSTOWN, INC., to be the corporation's voluntary act and deed.

*Lila M. Thompson*  
NOTARY PUBLIC, KY STATE AT LARGE  
MY COMM. EXPIRES: 2-27-2002

BK0378PG0668

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was acknowledged before me on this 21 day of May, 2001, by J. Richard Heaton, Secretary of H & H ASSOCIATES OF BARDSTOWN, INC., to be the corporations's voluntary act and deed.

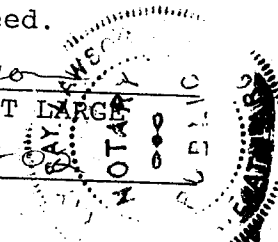
Matthew Mattingly  
NOTARY PUBLIC, KY STATE AT LARGE  
MY COMM. EXPIRES: 1-24-04

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was acknowledged before me on this 24<sup>th</sup> day of May, 2001, by C. Barr Schuler and JoAn Brown Schuler, husband and wife, to be their voluntary act and deed.

Barry Ray Lawson  
NOTARY PUBLIC, KY STATE AT LARGE  
MY COMM. EXPIRES: 11-30-02



\* \* \* \* \*

This instrument was prepared by Thomas A. Donan, Attorney at Law, 205 East Stephen Foster Ave., P. O. Box 307, Bardstown, KY 40004.

Thomas A. Donan  
THOMAS A. DONAN

2001 JUN 18 PM 3:36  
ATTN: PHYLLIS S. MATTINGLY  
NELSON COUNTY CLERK  
BY Phyllis S. Mattingly  
D.C.