

BOOK 7062 PAGE 0011

FIRST SUPPLEMENTARY  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE

WOODS OF GLENMARY WEST PATIO HOMES

PLAT AND SUBDIVISION BOOK 43, PAGE 54  
JEFFERSON COUNTY, KENTUCKY

THIS AMENDED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS OF GLENMARY WEST PATIO HOMES ("Declaration") is made on June 26, 1998, by GLENMARY WEST, LLC, with principal office and place of business at 1516 Hepburn Ave., Lower Level, Louisville, KY 40204 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential patio home community;

WHEREAS, Developer wishes to change the name of the Patio Homes from the Glenmary West Patio Homes to the Woods of Glenmary West Patio Homes.

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

Beginning at a point in the west line of Bardstown Road as now improved, said point being also at the southeast corner of a tract of land conveyed to William P. & Lillian E. Beard as recorded in Deed Book 3622 Page 367 in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence from the point of beginning and along said line of said Road S 20°25'28"E for 970.29 feet to a point in same at the northeast corner of a tract of land conveyed to Joseph A. & Aline Robertson as recorded in Deed Book 1664 Page 444 and Deed Book 3458 Page 149 in said Office; thence along the north line of said Robertson tract S 80°18'13" W for 1086.95 feet to a point at the northwest corner of said tract; thence through the remaining land conveyed to H F H., Inc. as recorded in Deed Book

6410 Page 489 in said Office and styled "Tract-3" of captioned Minor Plat the following: N 20°03'55" W for 85.08 feet to a point, N 80°18'13" E for 405.06 feet to a point, N 35°18'13" E for 113.46 feet to a point, N 09°41'47" W for 503.86 feet to a point, N 43°41'47" W for 50.00 feet to a point, N 13°41'47" W for 169.49 feet to a point in the south line of the above - mentioned Beard tract, thence along same N 71°20'59" E 482.02 feet to the point of beginning and containing 12.321 acres.

Being Lots 1-44 of a 12.321 acre plat shown as Tract 2 on a minor subdivision plat approved on March 15, 1996 and attached to the Deed of record at Deed Book 6731 Page 740.

(a) Additions in Accordance with a General Plan of Development. Developer intends to build approximately 44 patio homes in the area covered by this Declaration ("Glenmary West").

Developer reserves the right to create cross easements to other properties and to restrict those other properties according to the terms of this Declaration or to similar terms. The common area initially covered by this Declaration shall inure to the benefit of the owners of Glenmary West and any new areas which may become subjected to this Declaration or a similar set of deed restrictions, and common area allocable to the owners of all such area, each to enjoy the common area of the other and to have and to hold the same as if each new area had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Easements, Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(1) Primary Use Restrictions.

No patio home 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. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and shall have a single kitchen.

(2) Approval of Construction Plans.

No ~~building, fence, wall, structure, addition, alteration or other improvement~~ shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Nuisances.

No noxious or offensive trade or activity shall be conducted in any patio home, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(4) Use of Other Structures, Garages 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 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. No automobile which is inoperable shall be parked on any street in Glenmary West for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary West.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

(5) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any patio home, 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 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.

(6) Outside Treatments.

(a) Each patio home shall have one mailbox and paper holder of a type to be selected and placed on the lot by the Developer. Replacement of the mailbox and paper holder shall be the responsibility and at the cost of the Patio Homes at Glenmary West Resident's Association, Inc. ("Residents Association"), unless caused by the negligence of the lot owner or its guests or invitees, in which case the lot owner shall pay the Residents Association for the cost of installing a new mailbox and paper holder.

(b) No hedge or fence shall be placed or planted on any lot except between the patios of each patio home and only if 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. Fence material to be of wood, brick, or possibly wrought iron, and landscaped. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision at the rear of lots at various points of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of the Residents Association for maintenance and repairs.

(d) No in ground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

(g) 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.

(h) No drapes, blinds or window treatment shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

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

(7) Business: Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted in any patio home, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new patio home may be used by a builder thereof or the Developer as a model home for display or for the builder's or Developer's own office, provided said use terminates within one (1) year from completion of the patio home.

(8) 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 shall not be greater in area than nine (9) square feet each; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(9) Drainage.

Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Developer shall insure that each patio home shall comply with drainage plans. If drainage is blocked or altered by the patio home owner, the patio home owner shall correct the problem at his expense or the Developer or the Residents Association may correct the problem and bill the patio home owner for the expenses to correct said problem. In all other cases, the Residents Association shall correct said problems.

(10) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) 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 whose lot said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or 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 thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for underground transmission and distribution feeder lines 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 facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all underground distribution lines.

(c) The electric and telephone easements dedicated and reversed to each lot owner, as shown on the recorded plat of Glenmary West, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the 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 communications, telecommunications and energy transmission mediums.

(11) 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 lot, the owner must remove within thirty (30) days.

(12) Drains.

No storm water drains, roof downspout or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(13) Insurance Required.

The owner of each patio home shall insure all improvements, existing or hereafter placed upon his patio home against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to

whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Residents Association jointly and copies of such policies issued pursuant to this provision shall be delivered by the patio home owner to the Residents Association at the time of the closing of the sale of any patio home. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

(14) Obligation to Reconstruct or Repair.

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration and shall be treated as an addition, alteration, or improvement under paragraph (2) above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any patio home shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the patio home owner or his nominee.

(15) 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 voted pursuant to the Articles of Incorporation of the Residents Association. Failure of any patio home 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, or the right to seek enforcement of these restrictions.

(16) Enforcement.

Enforcement of these restrictions shall be by proceedings at law or in equity, brought by any patio home owner, by a property owners association or a maintenance association to be formed under paragraphs (18) and (20) respectively as set out below, 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.

(17) Invalidation.

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

(18) Residents Association.

Developer has incorporated the Residents Association, a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and Bylaws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a patio home in Glenmary West shall be a Class A member of the Residents Association and by acceptance of a deed for any patio home agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such owner and member shall abide by the Residents Association's Bylaws, rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Residents Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors and roofs, specific to the Glenmary West property and the streets and sidewalks of Glenmary West. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the lot line of any lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, private streets, walkways, and lawns of the property located in Glenmary West and no patio home owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any patio home owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of Glenmary West. Every patio home owner, by acceptance of a deed for any patio home acknowledges the need and purpose for the common maintenance of Glenmary West and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each owner of a patio home shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's Bylaws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of Glenmary West and in particular for the improvement and maintenance of the property, for services and facilities for the property, and for the persons residing therein; and improving and maintaining the property including but not limited to, repair, replacement painting and snow removal, and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.



Every patio home owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$75.00 per patio home for 1997. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly 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 any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Residents Association's Board of Directors shall fix the due date and the amount of each assessment against each patio home, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the patio home owners and assessments applicable thereto and which it, upon demand, shall furnish to any owner a certificate in writing signed by an officer of the Residents Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the Residents Association may bring legal action against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any patio home subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The common properties shall be exempt from the assessments and the charge and lien created hereby.

(19) Party Walls.

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(20) Maintenance of Open Space and Signature Walls

The Residents Association will maintain the open space and signature walls within Glenmary West and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Easements, Covenants, Conditions and Restrictions shall be amended, altered, modified, or canceled, then in such event the patio home owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary West unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

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



FROM :

PHONE NO. :

DEC. 07 1999 09:56AM FZ

DB07371PG0944

OK  
DMS 12/7/99

AMENDED  
SECOND SUPPLEMENTARY  
DECLARATION OF EASEMENTS, COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE

WOODS OF GLENMARY PATIO HOMES

PLAT AND SUBDIVISION BOOK 46, PAGE 20  
JEFFERSON COUNTY, KENTUCKY

THIS AMENDED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS OF GLENMARY PATIO HOMES, is made this 16<sup>th</sup> day of December, 1999 by Woods of Glenmary Properties, LLC, with principal office and place of business at 1516 Hepburn Avenue, Lower Level, Louisville, Kentucky, 40204 ("Developer")

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential patio home community;

WHEREAS, Developer wishes to change the name of Woods of Glenmary West Patio Homes to Woods of Glenmary Patio Homes.

WHEREAS, the real property in the patio home community are subject to certain restrictions set forth in a certain DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF THE WOODS OF GLENMARY WEST PATIO HOMES ("Declaration"), dated June 26, 1998, and of record in the Clerk of Jefferson County, Kentucky in Book 6921, Page 245 and to certain restrictions set forth in Second Supplementary Declaration of Easements, Covenants, Conditions and Restrictions of record in Deed Book 7348, Page 584;

WHEREAS, Developer in paragraph (3) of the Declaration declared that the property subject to the Declaration and "such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed to the following easements, restrictions, covenants and conditions...".

THEREFORE, Developer, as evidenced by the execution of this instrument, seeks to amend the Second Supplementary Declaration to change the name to Woods of Glenmary Patio Homes and to Supplement the Declaration of Easements, Covenants, Conditions and Restriction and to make the following real property also subject to the Declaration:

Exhibit A

NOW THEREFORE, Developer does hereby adopt this AMENDED SECOND SUPPLEMENTARY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS OF GLENMARY PATIO HOMES.

WITNESS the signature of the Developer by its duly authorized officer on this 15<sup>th</sup> day of December, 1999

FROM :

PHONE NO. :

DEC. 07 1999 09:56AM F4

DB07371PG0945

Exhibit "A"

BEING Lots 1 through 48 inclusive, as shown on the plat of Woods of Glenmary  
Patio Homes, of record in Plat and Subdivision Book 46 . Page 20 , in the Office of the  
Clerk of the County Court of Jefferson County, Kentucky

FROM :

PHONE NO. :

DEC. 07 1999 09:56AM P3

DB07371PG0946

WOODS OF GLENMARY PROPERTIES, LLC

By: *Buddie Jaha* MEMBER

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I hereby certify that the foregoing instrument was acknowledged and sworn before me this 15<sup>TH</sup> day of DECEMBER, 1999 by Buddie Jaha as MEMBER on behalf of Woods of Glenmary Properties, LLC.

*Cheryl Kelly*  
NOTARY PUBLIC KY STATE AT LARGE  
My Commission Expires:

Notary Public, State at Large, KY  
My commission expires Aug. 11, 2003

Recorded In Flat Book

No. 410 Page 20

Part No. \_\_\_\_\_

Document No.: DN1999200740  
Lodged By: woods of glenmary  
Recorded On: 12/16/1999 03:38:51  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: PENWIM

END OF DOCUMENT

THIRD SUPPLEMENTARY AMENDMENT  
DECLARATION OF EASEMENTS, COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE

WOODS OF GLENMARY PATIO HOMES

PLAT AND SUBDIVISION BOOK 43, PAGE 54  
JEFFERSON COUNTY, KENTUCKY

This Amended Declaration of Easements, Covenants, Conditions And Restrictions For The Woods of Glenmary Patio Homes is made this 22<sup>ND</sup> day of MAY, 2007 by Woods of Glenmary Properties, LLC, with principal office and place of business at 8011 New LaGrange Road, Suite #3, Louisville, Kentucky 40222 ("Developer").

WHEREAS, the real property in the patio home community are subject to certain restrictions set forth in a certain Declaration Of Easements, Covenants And Restrictions Of The Woods Of Glenmary Patio Homes ("Declaration"), dated June 26, 1998, and of record in the Clerk of Jefferson County, Kentucky in Book 6921, Page 245; and

WHEREAS, Developer desires to add a new paragraph to Section 18 of the Declaration,

THEREFORE, Developer does hereby amend Section 18 of the aforementioned Declaration to add the following paragraph:

"In any action commenced by the Residents Association to collect unpaid maintenance fees or a special assessment, or to enforce any covenant or restriction contained in the Declaration, or any amendment thereto, the Residents Association shall be entitled to recover in addition to any other relief permitted by law or equity, its costs of litigation, to include but not limited to its taxable court costs and reasonable attorneys fees."

WITNESS the signature of the Developer by its duly authorized officer this 22<sup>ND</sup> day of MAY, 2007.

WOODS OF GLENMARY PROPERTIES, LLC

By Buddie Jaha MEMBER  
Buddie Jaha

COMMONWEALTH OF KENTUCKY)

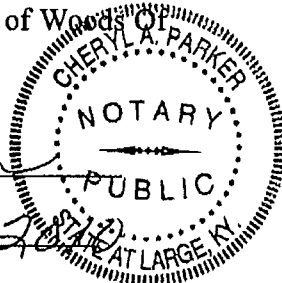
) ss.

COUNTY OF JEFFERSON )

I hereby certify that the foregoing instrument was acknowledged and sworn to before me this 29th day of May, 2007 by Buddie Jaha as Member and on behalf of Woods of Glenmary Properties, LLC.

*Ceryla A. Parker*  
Notary Public

My Commission Expires: 2-20-2010



THIS INSTRUMENT PREPARED BY:

*[Signature]*  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD, PLLC  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN2007085055  
Lodged By: thomas dodson wolford  
Recorded On: 05/29/2007 09:41:33  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSLAW-JEFF CO KY  
Deputy Clerk: CARHAR

END OF DOCUMENT



FOURTH SUPPLEMENTARY AMENDMENT  
DECLARATION OF EASEMENTS, COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE

WOODS OF GLENMARY PATIO HOMES

PLAT AND SUBDIVISION BOOK 43, PAGE 54  
JEFFERSON COUNTY, KENTUCKY

This Amended Declaration of Easements, Covenants, Conditions And Restrictions For The Woods of Glenmary Patio Homes is made this 8<sup>th</sup> day of JANUARY, 2008 by Woods of Glenmary Properties, LLC, with principal office and place of business at 8011 New LaGrange Road, Suite #3, Louisville, Kentucky 40222 ("Developer").

WHEREAS, the real property in the patio home community are subject to certain restrictions set forth in a certain Declaration Of Easements, Covenants And Restrictions Of The Woods Of Glenmary Patio Homes ("Declaration"), dated June 26, 1998, and of record in the Clerk of Jefferson County, Kentucky in Book 6921, Page 245; and

WHEREAS, Developer desires to amend Section 4(c) of the Declaration,

THEREFORE, Developer does hereby amend Section 4(c) of the aforementioned Declaration to read as follows:

"(c) No trailer, truck (except pickup trucks), commercial vehicles, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in Woods Of Glenmary Patio Homes f/k/a Glenmary West for a period in excess of twenty-four (24) hours in any one calendar year."

WITNESS the signature of the Developer by its duly authorized officer this 8<sup>th</sup> day of JANUARY, 2008.

WOODS OF GLENMARY PROPERTIES, LLC

By: Buddie Jaha MEMBER  
Buddie Jaha

COMMONWEALTH OF KENTUCKY )  
 ) ss.  
COUNTY OF JEFFERSON )

I hereby certify that the foregoing instrument was acknowledged and sworn to before me this 8TH day of JANUARY, 2008 by Buddie Jaha as Member and on behalf of Woods Of Glenmary Properties, LLC.

Droy L. Hunt  
Notary Public  
My Commission Expires: 4/13/2010

This instrument prepared by:

Harold W. Thomas  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD, PLLC  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN2008006395  
Lodged By: thomas dodson wolford  
Recorded On: 01/15/2008 09:46:57  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: CARHAR

END OF INSTRUMENT

**FIFTH SUPPLEMENTARY AMENDMENT**  
**TO**  
**DECLARATION OF EASEMENTS, COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR**  
**WOODS OF GLENMARY PATIO HOMES**  
**(PLAT AND SUBDIVISION BOOK 43, PAGE 54)**

THIS DECLARATION made and entered into by not less than 75% of the Lot owners of lots in Woods Of Glenmary Patio Homes for the purpose of amending the Declaration of Easements, Covenants, Conditions and Restrictions of the subdivision which is recorded in Deed Book 6921, Page 245, in the Office of the County Clerk of Jefferson County, Kentucky, (herein referred to as "the original restrictions") and the subsequent amendments thereto recorded in Deed Book 7062, Page 11, Deed Book 7348, page 584, Deed Book 9042, Page 995, and Deed Book 9165, Page 695, all in the Office of the Clerk aforesaid (herein collectively referred to as "the amendments").

**WITNESSETH:**

NOW THEREFORE, the aforementioned lot owners as evidenced by their signatures to Exhibit A attached hereto hereby adopt the amendments set forth herein and authorize the President and Secretary of Woods Of Glenmary Patio Homes Residents Association, Inc. to execute and record same to wit:

1. Section 1 – Primary Use Restrictions – is hereby amended to add a new section which shall read as follows:

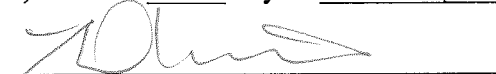
“Effective upon the date of the recording of this amendment, no owner of a lot may rent or lease same unless (a) the owner held legal title and the lot was being used for rental purposes on the date of the recording of this amendment, (b) the lot is leased to a member of the owner’s immediate family (parents, grandparents, children and grandchildren), (c) the owner or owner’s spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky (d) the owner moved to a nursing home or assisted living facility, or (e) the owner dies and there is no living spouse who resided with the deceased at time of death.

Upon the occurrence of c, d or e above, a lot may be leased or rented for a total period of time not to exceed one (1) year and a lease or rental agreement entered into upon the occurrence of a, b, c, d or e shall be subject to the following restrictions:

- i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and
- ii. Any such lease or rental agreement shall be subject to the Declaration of Covenants, Conditions and Restrictions (The Restrictions) for Woods Of Glenmary Patio Homes, as amended.

3. Except as set forth above to the contrary all terms and conditions of the restrictions and shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signature of the President of Woods Of Glenmary Patio Homes Residents Association, Inc. this 29 day of JUNE, 2012.

  
\_\_\_\_\_  
President

COMMONWEALTH OF KENTUCKY )  
 ) ss.  
COUNTY OF JEFFERSON )

Acknowledged before me by Larry Lewis as President of Woods Of Glenmary Patio

Homes Residents Association, Inc. this 29<sup>th</sup> day of June, 2012.

My commission expires: 8-2-14

[Signature]  
Notary Public

This instrument prepared by:

[Signature]  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD, PLLC  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

EXHIBIT A

(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
* 1.	<u>Jan Jones</u>	<u>8206 Lough Drive</u>
2.	<u>Andy Cunningham</u>	<u>8733 Lough Dr.</u>
3.	<u>Wes Young</u>	<u>10232 Pine Glen Circle</u>
4.	<u>Carol W. Black</u>	<u>8717 Lough Dr.</u>
5.	<u>Delores Harbin</u>	<u>8723 Lough Drive</u>
6.	<u>Janet E. Smith</u>	<u>10300 Pine Glen Circle</u>
* 7.	<u>Herbert R. Spurr</u>	<u>10500 Parkhurst Ct</u>
8.	<u>Mary E. Handy</u>	<u>10500 Broadwood Ct.</u>
9.	<u>Marianne Brown</u>	<u>8708 Lough Dr.</u>
10.	<u>Beth Morris</u>	<u>8606 Summertree Ln</u>
11.	<u>Betty Cozzens</u>	<u>8707 Broadwood Ct.</u>
12.	<u>Becky Meltzer</u>	<u>8611 Roberta Ct</u>
13.	<u>Frank Robice</u>	<u>8617 Summertree</u>
14.	<u>Patricia Mauch</u>	<u>8730 Broadwood Ct.</u>

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>	
15.	<u>Amy Brunswick</u>	<u>8708 Summertree LA</u>	
16.	<u>[Signature]</u>	<u>10203 Pine Glen Circle</u>	
17.	<u>[Signature]</u>	<u>10421 Pine Glen Circle</u>	
18.	<u>Phyllis Chesler</u>	<u>10246 Pine Glen Circle</u>	
19.	<u>Rudney Austin</u>	<u>10309 Broadwood Dr.</u>	
20.	<u>William Mills</u>	<u>8714-BROADWOOD CT.</u>	
21.	<u>Ralph J. [Signature]</u>	<u>8702-BROADWOOD CT.</u>	
22.	<u>Stephen Busch</u>	<u>10601 Arundel Ct.</u>	
23.	<u>Dele Miller</u>	<u>10609 Arundel Court</u>	
*24.	<u>Don Smallwood</u>	<u>10607 Arundel Ct.</u>	<u>Twice</u>
25.	<u>Charles John Thacher</u>	<u>10427 <sup>Pine Glen Cr.</sup> <del>Aven</del></u>	
26.	<u>John [Signature]</u>	<u>10337 Pine Glen Cr.</u>	
27.	<u>Kenneth Bruce</u>	<u>8710 BROADWOOD CT.</u>	
28.	<u>Sheryl E. Bigart</u>	<u>8719 Broadwood Ct.</u>	
29.	<u>Coven Walters</u>	<u>8716 Broadwood Ct</u>	

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
✓30.	Ed Tinsley	10201 Pine Glen Circle
✓31.	Robert & Nancy Colby	10242 Pine Glen Circle
✓32.	Thany Schum	10335 Pine Glen Circle
✓33.	Tommy Morris	10233 Pine Glen Circle
✓34.	Sisie Jackson	10423 Pine Glen Circle
✓35.	Barbara & Jay	8607 Roberta Ct.
✓36.	Theresa & Lester	8601 Roberta Ct.
✓37.	Ms Luene	10245 Pine Glen Cir.
✓38.	Catalina Wood	10311 Pine Glen Circle
✓39.	Billy & Ed B	8700 Meadow Spring Way
✓40.	Ray Kohler	8619 Sunnyside Tree
✓41.	Carol Williams	10236 Pine Glen Cir.
✓42.	July Morris	10339 Pine Glen Cir.
✓43.	Sue Lewis	10403 Pine Glen Circle
✓44.	Jo Nell Deason	8704 Broadwood St.



## (Rental Restriction Amendment) ✓

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
-45.	<u>Paul &amp; Rose Van Dyke</u>	<u>3708 Broadwood Ct.</u>
-46.	<u>Juan M. Dally</u>	<u>8722 Broadwood Ct.</u>
-47.	<u>Diane &amp; Coomb</u>	<u>8720 Broadwood Ct</u>
-48.	<u>Brenda S. Rayley</u>	<u>8731 Broadwood Ct</u>
-49.	<u>Mary Phelan</u>	<u>8735 Broadwood Ct</u>
-50.	<u>Joel &amp; Brenda Dotson</u>	<u>8733 Broadwood Ct.</u>
-51.	<u>Wally Jones</u>	<u>10433 Pine Glen Circle</u>
-52.	<u>Wood Shuler</u>	<u>10430 Pine Glen Circle</u>
-53.	<u>Roy W. Hoff</u>	<u>10424 PINE GLEN CIR.</u>
-54.	<u>Larry &amp; Betsy</u>	<u>10425 Pine Glen Cir</u>
-55.	<u>Richard Weedner</u>	<u>10417 Pine Glen Cir</u>
-56.	<u>Wm Hoffner</u>	<u>10419 PINE GLEN CIR</u>
-57.	<u>Judith Kruse</u>	<u>10413 Pine Glen Circle</u>
-58.	<u>Margaret Meyer</u>	<u>10207 Pine Glen Cir.</u>
-59.	<u>Susan Greenert</u>	<u>10205 Pine Glen Cir</u>

(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
-60.	Marene Badgett	10216 Pine Glen Cir
-61.	Norma Coley	10218 PINE GLEN CIR,
-62.	Betty G. Koch	10209 Pine Glen Cir.
-63.	Spivey D. Doker	10211 Pine Glen Cr.
-64.	Jessie Doms	10431 Pine Glen Circle
-65.	Georgia Worsley	10213 Pine Glen Cir
-66.	Vicki P. Cunningham	10435 Pine Glen Circle
*67.	Jeanne Bowen	10502 Parkhurst Ct
-68.	Judith S. Logden	8702 Meadow Spring Way
-69.	Juanita Summer	8703 Meadow Springs Way
-70.	Janis K. Logman	8701 Meadow Springs Way
-71.	Joseph A. Chad	8706 Summerbrook way
-72.	Jack Stewart	10601 Parkhurst court
-73.	Melita Duvall	10600 Parkhurst
-74.	Carne Wilson	8701 Summertree Ln.



## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
✓75.	Jayne M. Hack	10502 Broadwood Dr.
✓76.	Wayne Kruger	8605 Roberta Ct.
✓77.	Paul S.	8602 Roberta Court
✓78.	Debbie Hogari	8600 Roberta Ct.
✓79.	Anita Darnell	8610 Roberta
✓80.	Wm J Maguire	8606 Roberta Ct.
✓81.	John Shady	8703 Broadwood Ct
✓82.	Debra Cross	8701 Broadwood Court
✓83.	Mary J. Luckett	8614 Roberta Dr.
✓84.	Carl Saunders	8616 Roberta Ct.
✓85.	Harold R. Proten	8603 Roberta Ct.
✓86.	Annette Ford	8700 Broadwood Ct
✓87.	Donna Wayne	8609 Roberta Ct.
✓88.	Dennis Schmidt	8735 Lough Dr.
✓89.	Jim Bunnick	8734 Lough Dr.

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
✓90.	Ruth Crogan	8730 Lough Drive
✓91.	Betty Effitt	8727 Lough Drive
✓92.	Joe Schuttler	8721 Lough Dr.
✓93.	Mary Ann Gibson	8719 Lough Dr.
✓94.	Paul D. Ferguson	8715 Lough Dr.
✓95.	Cathy Clark	8708 Lough Dr.
✓96.	Patricia McEmore	8720 Lough Dr.
✓97.	Jack Potts	8701 Lough Dr.
✓98.	Robert Carrose	10223 Pine Glen Circle
✓99.	Honora Kelly	8702 Lough Drive
✓100.	Handa Jones	8706 Lough Dr. (2 Times)
✓101.	Marska Simpson	8710 Lough Dr.
✓102.	Dorena Goff	8707 Lough Dr.
✓103.	Sam Carey	10227 Pine Glen Cir
✓104.	Betty J. Snyder	10239 Pine Glen Circle

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
✓105.	Lucy W. Taylor	10227 Pine Glen Cir
✓106.	Chas. C. Pepp	10230 Pine Glen Circle
✓107.	L. C. Cleft	10228 Pine Glen Circle
✓108.	Jean Fredner	10217 Pine Glen Cir.
✓109.	Michael W. Robinson	10219 Pine Glen Circle
✓110.	Norman Johnson	10220 Pine Glen Circle
✓111.	Margaret Shivers	10230 Pine Glen Circle
✓112.	James D. Barnett	10234 Pine Glen Circle
✓113.	Sheresa Patton	10235 Pine Glen Circle
✓114.	Kathryn Simpson	10222 Pine Glen Cir.
✓115.	Michael Wright	10221 Pine Glen
✓116.	Mary V. Hayden	10244 Pine Glen Circle
✓117.	Betty Blakeman	10301 Broadwood Rd
✓118.	Yell Martin	10301 Pine Glen Circle
✓119.	Lynda Mallett	10327 Pine Glen Circle

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
X20.	<u>[Signature]</u>	<u>8618 ROBERTSON CT, Louisville Ky</u> <u>75 HUNTER TRACE, Campbellville Ky</u>
X21.	<u>Kevin McChum</u>	<u>10243 Pine Glen Circle Spc. Ky 40291</u>
X22.	<u>Bill Kramer</u>	<u>10247 Pine Glen Cir</u>
X23.	<u>Jerie Goodfleisch</u>	<u>10249 Pine Glen Cir</u>
X24.	<u>James W. Rony</u>	<u>10251 Pine Glen Cir</u>
X25.	<u>Glen P. Sudek</u>	<u>10303 Pine Glen Cir.</u>
X26.	<u>Spilay Arding</u>	<u>10301 Pine Glen Circle</u>
X27.	<u>Bonnie Arche</u>	<u>10305 Pine Glen Cr.</u>
X28.	<u>Kenneth Haven</u>	<u>8801 Jessica way</u>
X29.	<u>[Signature]</u>	<u>8803 Jessica Way</u>
X30.	<u>Renee h [Signature]</u>	<u>8802 JESSICA WAY</u>
X31.	<u>Sara Jo Preston</u>	<u>8800 Jessica Way</u>
X32.	<u>Ed + Sherry [Signature]</u>	<u>10309 Pine Glen Circle</u>
X33.	<u>Debra McKenon</u>	<u>8613 Summertree</u>
X34.	<u>Lewis King</u>	<u>8618 "</u>

## (Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
135.	Barbara Smallwood	10607 AVENEL CT
136.	Ronald Johnson	10602 HUFNELL COURT
137.	Tronda Jany	8623 Summertree Lane
138.	SE Capital	8600 Summertree Lane
✓ 139.	Deloris A. Anderson	8604 Roberts Ct
140.	Joyce Mayner	8721 Broadwood Ct.
141.	David W. Sedonik	8727 Broadwood Ct.
142.	Jana Link	8725 Broadwood Ct.
143.	Joan Knight	8728 Broadwood Ct.
144.	Helen Young	8726 Broadwood Ct.
145.	Jim Mallory	8718 Broadwood Ct
146.	Christese Anderson	8712 Broadwood Ct.
147.	Cheryl Swinley	8711 Broadwood Ct
148.	Thyllis House	8706 Broadwood Ct.
149.	Linda Coy	8724 Broadwood Ct.

(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
150.	Tom Schmidt	8727 BROADWOOD Ct
151.	Sherry L. Fields	8709 Broadwood Ct.
152.	Bj Shipp	8705 Broadwood Ct
153.	Carie Wilson	8701 Summertree Ln.
154.	Brenda Johnson	8703 Summertree Lane
155.	Will & Vena Mills	8700 Summertree Ln
156.	Mary Lynn Fretsch	8702 Summertree Lane
157.	Christine Jung	10409 Pine Glen Cir.
158.	Kanda Banford	10407 Pine Glen Circle
159.	Ann Miles	10329 Pine Glen Circle
160.	Martha Ekerobaker	10331 Pine Glen Circle
161.	Cecil Moore	10325 Pine Glen Circle
162.	Rose Juppzigler	10323 Pine Glen Circle
163.	Joe Taylor	10241 PINE GLEN CR.
164.		



(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
165.	_____	_____
166.	_____	_____
167.	_____	_____
168.	_____	_____
169.	_____	_____
170.	_____	_____
171.	_____	_____
172.	_____	_____
173.	_____	_____
174.	_____	_____
175.	_____	_____
176.	_____	_____
177.	_____	_____
178.	_____	_____
179.	_____	_____

(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
180.	_____	_____
181.	_____	_____
182.	_____	_____
183.	_____	_____
184.	_____	_____
185.	_____	_____
186.	_____	_____
187.	_____	_____
188.	_____	_____
189.	_____	_____
190.	_____	_____
191.	_____	_____
192.	_____	_____
193.	_____	_____
194.	_____	_____

(Rental Restriction Amendment)

The following lot owners in Woods of Glenmary Patio Homes do, by their signatures hereto, indicate their approval of the attached Fifth Supplementary Amendment To Declaration Of Easements, Covenants, Conditions And Restrictions (relating to rental of patio homes) for Woods Of Glenmary Patio Homes:

	<u>Patio Home Owners</u>	<u>Address</u>
195.	_____	_____
196.	_____	_____
197.	_____	_____
198.	_____	_____
199.	_____	_____
200.	_____	_____
201.	_____	_____
202.	_____	_____
203.	_____	_____
204.	_____	_____
205.	_____	_____
206.	_____	_____
207.	_____	_____
208.	_____	_____
209.	_____	_____

Document No.: DN2012094005  
Lodged By: thomas dodson wolford  
Recorded On: 07/02/2012 02:55:02  
Total Fees: 55.00  
Transfer Tax: .00  
County Clerk: ROBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: SHESCH

END OF DOCUMENT



**Bobbie Holsclaw**  
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2017068146**

**BATCH # 68604**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 03-23-2017 7 09:50:40 AM

LODGED BY: THOMAS & DODSON

RECORDED: 03-23-2017 09:50:40 AM

BOBBIE HOLSCRAW  
CLERK

BY: EVELYN MAYES  
RECORDING CLERK

**BK: D 10849**

**PG: 713-716**

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: [www.jeffersoncountyclerk.org](http://www.jeffersoncountyclerk.org) | Email: [countyclerk@jeffersoncountyclerk.org](mailto:countyclerk@jeffersoncountyclerk.org)

**SIXTH SUPPLEMENTARY AMENDMENT**  
**TO**  
**DECLARATION OF EASEMENTS, COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR**  
**WOODS OF GLENMARY PATIO HOMES**  
**(PLAT AND SUBDIVISION BOOK 43, PAGE 54)**

THIS DECLARATION made and entered into by not less than 75% of the Lot owners of lots in Woods Of Glenmary Patio Homes for the purpose of amending the Declaration of Easements, Covenants, Conditions and Restrictions of the subdivision which is recorded in Deed Book 6921, Page 245, in the Office of the County Clerk of Jefferson County, Kentucky, (herein referred to as "the original restrictions") and the subsequent amendments thereto recorded in Deed Book 7062, Page 11, Deed Book 7348, page 584, Deed Book 9042, Page 995, Deed Book 9165, Page 695, and Deed Book 9908, Page 579, all in the Office of the Clerk aforesaid (herein collectively referred to as "the amendments").

**WITNESSETH:**

NOW THEREFORE, the aforementioned lot owners as evidenced by their signatures to Exhibit A attached hereto hereby adopt the amendments set forth herein and authorize the President and Secretary of Woods Of Glenmary Patio Homes Residents Association, Inc. to execute and record same to wit:

1. A second paragraph shall be added to section numbered 2 of the original restrictions which shall read as follows:

“Effective upon the recording of this amendment no fence may be built or reconstructed on any lot in the Woods of Glenmary Patio Homes unless

- a) the owner first obtains from the Board or its representative, an approved architectural improvement form;
- b) the fence is made of white vinyl;
- c) the fence to include lattice, if any, is no higher than six feet;
- d) the fence extends no more than 15 feet from the wall of the master bedroom;
- e) the only portion of the fence that may be solid (as opposed to shadow box) is the side that separates two adjoining yard areas;
- f) the remainder of the fence, if any, shall be shadow box; and
- g) the fence shall encompass gas meters located in the vicinity of the fence.

2. Except as set forth above to the contrary all terms and conditions of the restrictions and shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signature of the President and Secretary of Woods Of Glenmary Patio Homes Residents Association, Inc. this 21 day of March, 2017.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

COMMONWEALTH OF KENTUCKY )

) ss.

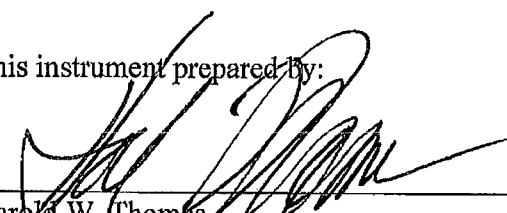
COUNTY OF JEFFERSON )

Acknowledged before me by Ron Van Dylke as President and  
Joel Dodson as Secretary of Woods Of Glenmary Patio Homes Residents Association,  
Inc. this 21 day of March, 2017.

My commission expires: March 19, 2020

Jean M Peden  
Notary Public

This instrument prepared by:

  
\_\_\_\_\_  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD, PLLC  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700