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10522 Buckeye Trace

FOR MORE INFO IMMEDIATELY, TEXT 28938 TO 46835

**Oldham Co School District • Stocked Fishing Pond
Custom Build Options Available**



Visual Tour Online:

www.10522BuckeyeTrace.com

Features:

5.21 Acres

Nature Lover's Paradise!

Located in Beautiful Buckeye Trace Subdivision

Cul de sac Lot with No Through Traffic

Dreaming of your future home's ideal homesite? Look no further! This is a rare opportunity to purchase your lot in North Oldham! Welcome home to Buckeye Trace - a residential neighborhood consisting of 5 acre lots that wind down a long road and meander into a cul de sac (no through traffic!). This is an established community with an abundance of beautiful, mature trees! The property offers an immense amount of privacy from it's rows of evergreen trees lining both the front and side of the land! The lot is both cleared (towards the front) and treed (towards the rear). As you wander back into the property - you'll find a nature lover's paradise! Wooded spaces, perfect for exploring, lead you to a haven of a beautiful, large stocked pond! Grab your fishing pole, a picnic lunch, and/or a small kayak/canoe and enjoy the stillness and solitude that nature has to offer on your very own pond. In the evening, you'll be mesmerizing by the quietness of the night, the twinkling of the stars are the lights you'll see as there are no street lights and the utilities are underground. We can connect you with a builder to help suggest/design floor plans that work for your needs and ideals! Call the list agent today to learn more about this beautiful, and rare, piece of property!

kw LOUISVILLE
EAST
KELLERWILLIAMS.

(502) 554-9749 • (502) 554-9429 (fax)

www.ChooseThePriceGroup.com

info@kwPriceGroup.com
9911 Shelbyville Road #100
Louisville, KY 40223

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Land/Lots - Residential Land**For Current Pricing
Call 502.554.9749**

List Number: 1487600
Address: 10522 Buckeye, Goshen, KY
 40026
Area: 20-Oldham County N171
Sub Area: A
Subdivision/Condo: BUCKEYE TRACE
Disclosure: Yes
City Tax: of record
Deed Bk: 988
Block: 0000
Open House Info:

Status: Active
County:
 Oldham
Pg #: 278
Lot: 27

Acres: 5.21
Lot Dimensions: 298 X 842 X 233 x
 957 ft
Zoning: Residential
Frontage: 298
County Tax: of record
Flood Plain: No
Sub-Lot: 0000
Lake/Pond: Yes



Directions: Travel Hwy 42 towards Goshen. Turn South onto South Buckeye. Travel 1.1 miles and turn right onto Buckeye Trace. The property will on on your left.

Dreaming of your future home's ideal homesite? Look no further! This is a rare opportunity to purchase your lot in North Oldham! Welcome home to Buckeye Trace - a residential neighborhood consisting of 5 acre lots that wind down a long road and meander into a cul de sac (no through traffic!). This is an established community with an abundance of beautiful, mature trees! The property offers an immense amount of privacy from it's rows of evergreen trees lining both the front and side of the land! The lot is both cleared (towards the front) and treed (towards the rear). As you wander back into the property - you'll find a nature lover's paradise! Wooded spaces, perfect for exploring, lead you to a haven of a beautiful, large stocked pond! Grab your fishing pole, a picnic lunch, (cont.)

HOA Y/N: Yes

Dedicated Road?:	Y	Restrictions:	Yes
Lot Description:	Build to Suit; Cleared; Covenants; Wooded		
Lot Access:	Paved Road	HOA Fee:	Yes
Documents Available:	Building Restrict		
Utilities:	Electric; Public Water; Septic System		

and/or a small kayak/canoe and enjoy the stillness and solitude that nature has to offer on your very own pond. In the evening, you'll be mesmerizing by the quietness of the night, the twinkling of the stars are the lights you'll see as there are no street lights and the utilities are underground. A perfect "escape" from the world is what this location offers, yet you're just approx. 4 miles from the award winning, districted North Oldham Schools (Harmony, North Middle, North High), and approx. 10 miles from all of your daily conveniences (groceries, pharmacies, restaurants, coffee shops, bakeries, and more!). We can connect you with a builder to help suggest/design floor plans that work for your needs and ideals! Call the list agent today to learn more about this beautiful, and rare, piece of property!

10522 Buckeye Trace



Very private 5 acre lot, evergreen trees line two sides of the property!

Very private lot



Evergreen property lines!

10522 Buckeye Trace



Aerial view, showing pond at rear of property.

Cleared and Treed Space



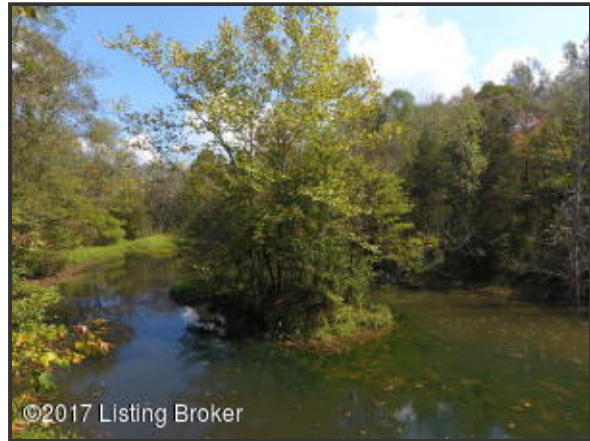
An aerial view of the property showing cleared and treed space.

Ample space for your new home



Picturesque space for your new home!

Pond on 5 Acre Lot



Pond at rear of property.

10522 Buckeye Trace



©2017 Listing Broker

Large five acre lot in North Oldham School District

Your New Homesite



©2017 Listing Broker

Private, expansive lot

Trees and Pond



©2017 Listing Broker

Trees and pond at rear of property - a nature lover's paradise!

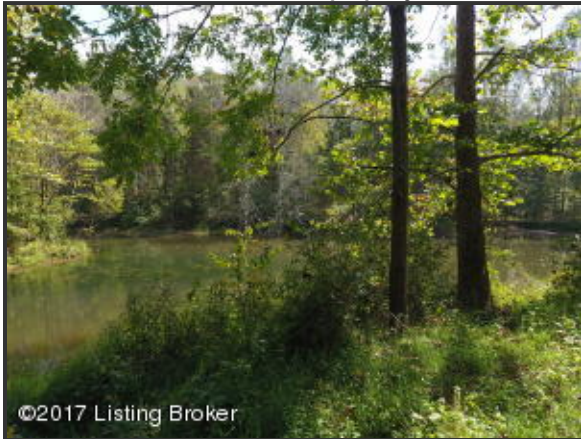
Beautiful land!



©2017 Listing Broker

Stunning residential lot!

Pond at rear of property



©2017 Listing Broker

Pond is stocked with fish -perfect fishing spot!

10522 Buckeye Trace



©2017 Listing Broker

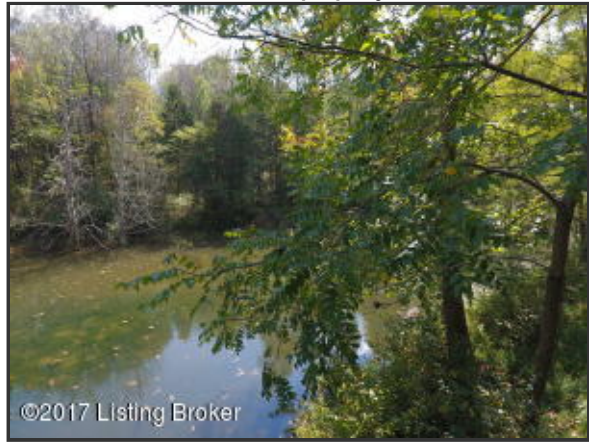
You can take your small boat onto the pond!

Pond on property



Views of pond

Pond on property



Views of pond

10522 Buckeye Trace



Evergreens on two sides of property making for beautiful privacy

Aerial View of Property



5 acre lot

Mature Trees



Ample mature trees on property

Front Corner of Property



Front corner of property

Homesite



Aerial view of homesite

Pond on Property



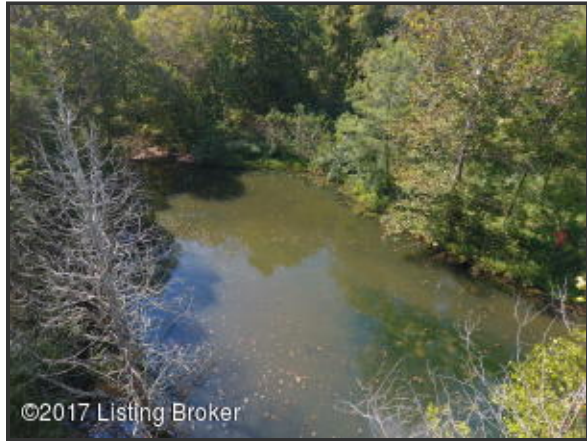
Pond surrounded by trees

Pond Views



Pond is stocked with fish!

Pond Views



Take your small boat out on the fishing pond!

Pond Views



Walk down the back of the property to the pond's edge.

Pond Views



Take your small boat out on the fishing pond!

Pond Views



Pond is stocked with fish!

Pond Views



Walk down the back of the property to the pond's edge.

Pond Views



Take your small boat out on the fishing pond!

PROPERTY ADDRESS: 10520 LOT 27 Buckeye Trace Goshen, NY 10026

SELLER'S DISCLOSURE OF PROPERTY CONDITION

This form applies to residential real estate sales and purchases. This form is **not required** for:

1. Residential purchases of new construction homes if a written warranty is provided;
2. Sales of real estate at auction; or
3. A court supervised foreclosure.

The information in this form is based upon the undersigned's observation and knowledge about the property during the period beginning on the date of his or her purchase of the property on July 2010, and ending on SEP 2017.

(Date of purchase) (Date of this form)

PROPERTY ADDRESS: 10520 Lot 27 Buckeye Trace Goshen, NY 10026

PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the seller's disclosure of information about the property he or she is about to sell. This disclosure is based solely on the seller's observation and knowledge of the property's condition and the improvements thereon. This disclosure form shall not be a warranty by the seller or seller's real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architectural, engineering, or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owned the property, the seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the seller or by any real estate agent representing any seller in this transaction. It is not a substitute for any inspections. The purchaser is encouraged to obtain his or her own professional inspections.

INSTRUCTIONS TO THE SELLER: (1) Complete all numbered items. (2) Report all known conditions affecting the property. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If some items do not apply to your property, mark "not applicable." (6) If you do not know the answer to a question, mark "unknown."

SELLER'S DISCLOSURE: As seller, I/we disclose the following information regarding the property. This information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

Please answer all questions. If the answer is yes, please explain. If additional space is needed, use the reverse side or make attachments.

1. HOUSE SYSTEMS

	N/A	YES	NO	UNKNOWN
Any past or current problems affecting:				
(a) Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Floors and walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Doors and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ceiling and attic fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Chimneys, fireplaces, inserts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) Pool, hot tub, sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) Sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) Heating.....age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) Cooling/air conditioning.....age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) Water heater.....age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain: _____				

2. FOUNDATION/STRUCTURE/BASEMENT

	N/A	YES	NO	UNKNOWN
(a) Any defects or problems, current or past, to the foundation or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Any defects or problems, current or past, to the structure or exterior veneer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain: _____				
(c) Has the basement leaked at any time since you have owned or lived at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) When was the last time the basement leaked? _____				
(e) Have you ever had any repairs done to the basement? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) If you have had basement leaks repaired, when was the repair performed? _____				
Explain: _____				

Initials (Seller) [Signature] Date/Time 22 Sep 17 06:00 Initials (Buyer) [Signature] Date/Time _____ Form M105 revised 3/2016 Page 1 of 4

PROPERTY ADDRESS: 115212 Lot 27 Buckeye Trace Goshen, NY 40026

- (g) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____
- (h) Have you experienced, or are you aware of, any water or drainage problems with regard to the crawl space? _____

3. ROOF N/A YES NO UNKNOWN

- (a) Age of the roof covering? _____
- (b) 1. Has the roof leaked at any time since you have owned or lived at the property?.....
- 2. When was the last time the roof leaked? _____
- (c) 1. Have you ever had any repairs done to the roof?
- 2. If you have ever had the roof repaired, when was the repair performed? _____
- (d) 1. Have you ever had the roof replaced?.....
- 2. If you have had the roof replaced, when was the replacement performed? _____
- (e) If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.) _____
- (f) 1. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? _____
- 2. If yes, when was the repair performed? _____
- Explain: _____

4. LAND/DRAINAGE N/A YES NO UNKNOWN

- (a) Any soil stability problems?.....
- (b) Has the property ever had a drainage, flooding, or grading problem?.....
- (c) Is the residence located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages?.....
- If yes, what is the flood zone? _____
- (d) Is there a retention/detention basin, pond, lake, creek, spring, or water shed on or adjoining this property?
- Explain: Pond & creek on rear property

5. BOUNDARIES N/A YES NO UNKNOWN

- (a) 1. Have you ever received a staked or pinned survey of the property?.....
- 2. Are the boundaries marked in any way?.....
- 3. Do you know the boundaries? If yes, provide description below.....
- Explain: _____
- (b) Are there any encroachments or unrecorded easements relating to the property of which you are aware?
- Explain: _____

6. WATER N/A YES NO UNKNOWN

- (a) 1. Source of water supply Albany CO
- 2. Are you aware of below normal water supply or water pressure?
- (b) Is there a water purification system or softener remaining with the house?.....
- (c) Has your water ever been tested? If yes, provide results below.....
- Explain: _____

7. SEWER SYSTEM N/A YES NO UNKNOWN

- (a) Property is serviced by:
 - 1. Category I. Public Municipal Treatment Facility.....
 - 2. Category II. Private Treatment Facility.....
 - 3. Category III. Subdivision Package Plant.....
 - 4. Category IV. Single Home Aerobic Treatment System ("Home Package Plant").....
 - 5. Category V. Septic Tank with drain field, lagoon, wetland, other onsite dispersal.....
 - 6. Category VI. Septic Tank with dispersal to an offsite, multi-property cluster treatment system.....
 - 7. Category VII. No Treatment/Unknown.....
- Name of Servicer (if known): _____
- (b) For properties with Category IV, V, or VI systems:
 - Date of last inspection (sewer): _____
 - Date of last inspection (septic): 2011 Date last cleaned (septic): 2011
- (c) Are you aware of any problems with the sewer system?.....
- Explain: _____

Initials (Seller) 22 Sept 17 Date/Time 16:00 Initials (Buyer) _____ Date/Time _____ Form M105 revised 3/2016 Page 2 of 4

PROPERTY ADDRESS: 10520 LOT 27 Buckeye Trace Goshen, NY 40026

8. CONSTRUCTION/REMODELING

	N/A	YES	NO	UNKNOWN
(a) Have there been any additions, structural modifications, or other alterations made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Were all necessary permits and government approvals obtained? Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. HOMEOWNER'S ASSOCIATION

	N/A	YES	NO	UNKNOWN
(a) 1. Is the property subject to rules or regulations of a homeowner's association?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If yes, what is the yearly assessment? <u>\$175⁰⁰ lot</u>				
3. Homeowner's Association Name: <u>Buckeye Trace HOA</u>				
HOA Primary Contact Name: <u>Rick Laughlin</u>				
HOA Primary Contact Phone No. <u>502 592 6722</u>				
(b) Are you aware of any condition that may result in an increase in taxes or assessments?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any features of the property shared in common with adjoining landowners such as: walls, fences, driveways, etc?..... Explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. MISCELLANEOUS

	N/A	YES	NO	UNKNOWN
(a) Was this house built before 1978?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any use of urea formaldehyde, asbestos materials, or lead based paint in or on this home?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) 1. Are you aware of any testing for radon gas?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Results, if tested _____				
(d) Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns or abandoned wells on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there any other environmental hazards known to seller? (e.g., carbon monoxide, hazardous waste, water contamination or methamphetamine contamination).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT

A property owner who chooses **NOT** to decontaminate a property used in the production of methamphetamine **MUST** make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.

(f) Are you aware of any present or past wood infestation (e.g., termites, borers, carpenter ants, fungi, etc.)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are you aware of any damage due to wood infestation?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) 1. Has the house or other improvements ever been treated for wood infestation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If yes, when, by whom, and any warranties? _____				
(i) Are you aware of any existing or threatened legal action affecting this property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Are there any assessments other than property assessments that apply to this property (e.g., sewer assessments)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(l) Are you aware of any other conditions that are defective with regard to this property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(m) Are there any environmental hazards known to seller? E.g., methamphetamine contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(n) Are there any warranties to be passed on?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(o) Has this house ever been damaged by fire or other disaster (e.g., tornado, hail, etc.)? If yes, please explain: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(p) Are you aware of the existence of mold or other fungi on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(q) Has this house ever had pets living in it?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, Explain _____				
(r) Is the property in a historic district?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Initials (Seller) [] Date/Time 22 Sept 17 12:00

Initials (Buyer) [] Date/Time _____

PROPERTY ADDRESS: 10520 Lot 27 Buc. Beje Trace Crocker, NY 40026

SPACE FOR ADDITIONAL INFORMATION

[Empty rectangular box for additional information]

Seller states that the information contained in this Disclosure of Property Condition Form is complete and accurate to the best of his/her/their knowledge and belief. Seller agrees to immediately notify Buyer of any changes that may become known to Seller prior to closing by providing a written addendum hereto.

Seller: _____ Date: 22 Sep 17

Seller: _____ Date: _____

THE REAL ESTATE AGENT NAMED HERE _____ HAS BEEN REQUESTED BY THE OWNER TO COMPLETE THIS FORM AND HAS DONE SO. SELLER HEREBY AGREES TO HOLD HARMLESS THE NAMED REAL ESTATE AGENT FOR ANY REPRESENTATIONS THAT APPEAR ON THIS FORM IN ACCORDANCE WITH KRS 324.360(9).

Seller: _____ Date: _____

Date: _____

THE SELLER REFUSES TO COMPLETE THIS FORM AND ACKNOWLEDGES THAT THE REAL ESTATE AGENT SHALL SO INFORM THE BUYER.

Seller: _____ Date: _____

Seller: _____ Date: _____

THE SELLER HAS REFUSED TO COMPLETE THIS FORM AND HAS REFUSED TO ACKNOWLEDGE HIS FAILURE TO COMPLETE THE FORM

Broker/Real estate agent: _____

Date: _____

THE BUYER ACKNOWLEDGES RECEIPT OF THIS FORM.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

THIS FORM PROVIDES THE MINIMUM DISCLOSURES REQUIRED BY LAW. SELLER MAY DISCLOSE ADDITIONAL INFORMATION NOT REQUESTED ON THIS FORM AND MAY RESPOND TO ADDITIONAL INQUIRIES OF THE BUYER.

Initials (Seller) [Signature] Date/Time 22 Sep 17 09:00

Initials (Buyer) _____ Date/Time _____

Richard A. Laughlin
11020 Buckeye Trace
Goshen, KY 40026-9702
Phone (502) 592-6722 Fax (866) 286-9665
Email: rich1943@bellsouth.net

June 23, 2015

To Buckeye Trace Residents:

The Buckeye Trace Declaration of Restrictions has needed to be updated for quite some time, and attached for your review is the Board's proposed Amended and Restated Declaration of Restrictions of Buckeye Trace. The amendment requires approval by the owners of at least three-fourths (3/4) of the lots in the subdivision. Those attending the annual HOA meeting on June 28 can sign at that time, and for those who are not able to attend the meeting, we will come knocking on your door.

For your convenience, in case you'd prefer not to read through the entire document, here are the major changes:

- 1) Section 5 has been expanded to specifically prohibit commercial business operations—whether profit or non-profit, except for office work in one's own home.
- 2) Section 7 has been changed to allow one (1) companion animal for horses (subject to approval by the HOA) and removed the provision allowing one beef steer to be maintained for consumption by its owners.
- 3) Deleted the restriction concerning removal of trees. We felt this was an unnecessary restriction.
- 4) Deleted the requirement that all mail boxes and paper boxes be of a common design, color and mounting. Obviously not enforced in the past.
- 5) Section 10: Restriction on signs clarified.
- 6) Section 12: Deleted the portion pertaining to disposal of excess dirt on construction sites.
- 7) Section 15: Requires all fencing to be approved by the HOA.
- 8) Section 16: Previous amendment removed the restriction prohibiting concrete driveways. Proposed restriction requires all driveways be constructed of either asphalt or concrete.
- 9) Removed the restriction prohibiting outdoor toilets or privies. We felt this was unnecessary.
- 10) Removed the restriction requiring cats not kept in a house at all times to wear a collar with a bell. Try enforcing this!
- 11) Removed the restriction relating to "chronic offenders" (deemed unnecessary).
- 12) Section 23 HOA: Clarified the wording to be more appropriate to our current situation.
- 13) Section 28 Amendments: Clarified the wording to be more appropriate to our current situation.
- 14) Sections 30 & 31: New provisions added relating to amendments.

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS**

OF

BUCKEYE TRACE

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS OF BUCKEYE TRACE (the "Amended Declaration") is made by the undersigned to be effective as of the ____ day of _____, 2015.

RECITALS

A. Buckeye Development Company, a Kentucky partnership ("Developer"), previously recorded a Plat known as Buckeye Trace Subdivision, in Plat Book 3, Page 101, in the Oldham County, Kentucky Clerk's Office (the property platted therein is sometimes referred to herein as the "Subdivision" and the lots shown thereon as the "Lots").

B. Developer also previously recorded that certain "Declaration of Restrictions of Buckeye Trace" in Deed Book 166, Page 315, re-recorded in Deed Book 167, Page 310, in the aforesaid Clerk's Office which imposes certain covenants and restrictions on the Lots in the Subdivision.

C. The Declaration of Restrictions of Buckeye Trace was amended in that certain "Amendment to Declaration of Restrictions of Buckeye Trace" recorded August 30, 2013, in Restrictions Book 11, Page 171, in the aforesaid Clerk's Office (the Declaration of Restrictions of Buckeye Trace, as so amended, is hereinafter referred to as the "Declaration of Restrictions").

D. The Declaration of Restrictions provides in Section 33 thereof for the alteration or abolishment of any of the restrictions contained therein by an agreement signed by the owners of three-fourths (¾) of the Lots in the Subdivision.

E. The owners of at least three-fourths of the Lots in the Subdivision desire to alter certain provisions and abolish other provisions in the Declaration of Restrictions, and to reflect such alterations and abolitions in one amended and restated instrument, as set out in the amendment and restatement of the Declaration of Restrictions below.

NOW, THEREFORE, the undersigned owners of at least three-fourths of the Lots in the Subdivision do hereby amend and restate the Declaration of Restrictions in its entirety as follows:

1. Primary Use Restrictions.

A. The primary use of a Lot shall be for private, single family, residential purposes. Not more than one (1) residential structure shall be erected on any Lot.

B. Construction of other structures (pools, tennis courts, greenhouses, storage facilities, barns, guest houses, gazebos) on any Lot shall be approved or disapproved in the sole discretion of the Buckeye Trace Homeowners Association described below (the "Homeowners Association) or by a committee of its members appointed for such purpose. Such construction shall be subject to the provisions of Section 2 of this Amended Declaration.

2. Approval of Construction Plans. The plans and specifications for the erection or alteration of any building, fence, wall, or other structure, and for the grading of land, must be approved by the Homeowners Association before the work is begun. The plans submitted must show the nature, kind, shape, height, materials, floor plans, color schemes, location and approximate cost of each structure and must be accompanied by a diagram of the Lot setting forth the exact location of all proposed structures and of the grading plan of the Lot. Copies of the plans and specifications shall be submitted to and retained by the Homeowners Association, which shall have the right to refuse to approve in whole or in part any such plans and specifications which are deemed by it to be not suitable or desirable, and in so passing upon such plans and specifications, the Homeowners Association shall take into consideration the suitability of the proposed building, fence, wall or other structure to the surroundings, the preservation of trees and the natural setting, and the effect of the proposed building, fence, wall or other structure from the outlook of the neighboring property.

3. Setbacks. Building setback lines shown on the recorded Plat of the Subdivision shall be observed as a minimum.

4. Square Footage Requirements. The main residence on each Lot shall have no less than 2000 square feet excluding garages, basements and open porches. Structures shall be approved or disapproved in accordance with Section 2 hereof.

5. Offensive Trades and 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. No commercial business operation, whether profit or non-profit, shall be conducted on any Lot, excluding office work by an owner in his or her own residence.

6. Use of Other Structures and Vehicles. No trailer, basement, tent, shack, garage, or barn erected in the Subdivision at any time shall be used as a residence, temporarily or permanently.

7. Animals. No chickens, ducks, geese or other fowl and no swine, sheep, cattle or other like farm animals (other than horses) shall be kept, bred or raised on any Lot at any time. Dogs, cats, and 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 raised for commercial or breeding purposes. All household pets including dogs and cats shall at all times be confined to the Lot owned by the owner of such pets. Dogs may be walked through the Subdivision under complete control of its owner. A reasonable number of horses may be kept providing they, their stabling, and pasture areas are properly maintained. One (1) companion animal for horses, such as a goat, burro or llama, may be allowed subject to approval by the Homeowners Association. The number of horses and the provisions for their maintenance shall be approved or disapproved at the sole discretion of the Homeowners Association.

8. Landscaping. That part of the Lot lying between the building line as shown on the recorded Plat of the Subdivision and the edge of the improved street or streets abutting the Lot shall be landscaped in a manner which compliments the overall landscaping of the Lot. Said landscaping shall be completed by the owner immediately upon the completion of the residence or any other construction thereon.

9. Duty to Maintain. It shall be the responsibility of the owner of each Lot to keep the grass on the Lot properly cut, to keep the Lot free from noxious weeds and trash, and to keep it otherwise neat and attractive in appearance. If any owner shall fail to so maintain his or her property, then in that event, the Homeowners Association may, at the expense of said owner, take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and said owner shall reimburse the Homeowners Association upon demand for the expense thereof, which expense shall constitute a lien on the property until paid.

10. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot (or on any building or structure on any Lot) except that one sign for advertising the sale or rent thereof shall be allowed provided it is no larger than ten (10) square feet in area. This restriction shall not prohibit placement of occupant name signs and addresses as allowed by applicable zoning regulations.

11. Drainage.

A. No sewer or foul water shall be allowed to stand or flow upon the surface of any Lot or to flow into or onto the adjoining Lots or abutting roads by any of the owners in the Subdivision. Disposal of sewage shall be accomplished by a functional septic system for each individual Lot or other system approved by the Oldham County Health Department and any other applicable governmental agency. Any sewer system improperly working shall immediately be repaired. No galvanized, tile, or other type pipe for surface drainage purposes may be installed unless first approved by the Homeowners Association.

B. The natural drainage of ground water shall not be altered from building site to building site. Site grade alterations shall be done for the purpose of pitching water away from the house and filling in low spots. There will be no cutting of swales for drainage or filling on the feeder roots of trees. The ground water that drains naturally from site to site is considered natural and no Lot owner can require another Lot owner to change this natural drainage on his or her Lot.

12. Disposal of Trash.

A. During construction on any Lot, building contractors are prohibited from burning or dumping trash on any Lot.

B. Subsequent to construction, no Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage and other wastes shall be kept only in sanitary containers.

13. Underground Utility Service. All Lots in the Subdivision are subject to the easements for electrical, water, and telephone utilities as shown on the Plat of the Subdivision.

Easements are reserved as shown on the recorded Plat, with rights of ingress and egress to the utility service providers.

14. Construction. There shall be no time limit during which construction must be started; provided however, any building must be completed within six (6) months from the date construction is started. No house shall be occupied until the exterior of the house is fully completed in accordance with the plans and specifications submitted to and approved by the Homeowners Association.

15. Fences. The location and type of all fencing shall be subject to approval of the Homeowners Association as provided in Section 2 hereof.

16. Driveways. All driveways from the residence constructed on the Lot to Buckeye Trace shall be constructed of either asphalt or concrete.

17. Minimum Building Site. Each Lot is a minimum building site and shall not be further subdivided.

18. Storage of Building Materials on Lots. Building materials shall not be stored on a Lot prior to construction for a period of more than ninety (90) days without the permission of the Homeowners Association. All construction shall be confined to the boundaries of the Lot upon which said construction is taking place, and the owner and/or builder will be liable for damages to any other Lot or roads damaged outside his or her particular Lot.

19. Use of Lots as Passageway. The purchaser of each Lot agrees that he or she will not use or permit the use of the Lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.

20. Firearms. The use of firearms is confined solely to the owner's property. There is to be no hunting within the boundaries of the Subdivision.

21. Speed Limit. The speed limit for all motorized vehicles on Buckeye Trace is 25 mph. Anyone exceeding this limit or driving dangerously, such as skidding, spinning wheels, etc., may be turned over to the Oldham County Police for appropriate enforcement action.

22. Motorized Vehicles. All motorized vehicles whether licensed or not shall be muffled and operated in a safe manner. No motorized vehicles of any type shall be allowed in the horseback riding and hiking areas in the Subdivision except those used in the maintenance of such areas.

23. Homeowner's Association. The Developer created and organized a non-stock, non-profit corporation known as "Buckeye Trace Homeowners Association" under the laws of the Commonwealth of Kentucky which, in accordance with the provisions of the Declaration of Restrictions, has assumed the responsibility for maintenance of the road, fences, entrance and lighting to the Subdivision and the architectural controls imposed in Section 2 hereof. Each Lot owner will be assessed annually an equal share of the items budgeted for such maintenance, common area expenses, and other operating expenses, which assessment shall constitute a lien on said property until paid (which lien shall be subordinate and inferior to the lien of any first

mortgage on the Lot). All Lots in Section One on the record Plat shall be exempt from any and all of the aforementioned assessments.

24. Easements for Access. The easements for access as noted on the record Plat are for the sole purpose of hiking and horseback riding in an undisturbed natural habitat. It is the responsibility of each Lot owner to maintain any and all easements for access which lie within his or her property.

25. Crops and/or Gardens. All crops and gardens must be planted behind the building limits as shown on the record Plat and are to be for the personal use of the owners. No crops shall be grown for commercial use.

26. Littering. There shall be no littering by any person on any public right of way or easement with the Subdivision. Violators will be reported to the applicable enforcement agency for prosecution.

27. Restrictions Run with Land. Unless cancelled, altered, or amended pursuant to the provisions of this Amended Declaration, these restrictions and covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of five (5) years, unless an instrument signed by the owner of three-fourths (¾) of the Lots in the Subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part.

28. Amendments; Invalidation of Restrictions.

A. Any of the restrictions imposed herein may be canceled, amended, modified, altered or abolished at any time by an agreement signed by the owners of three-fourths (¾) of the Lots in the Subdivision, acknowledged and recorded as a deed of conveyance, and such cancellation, amendment, modification, alteration or abolition shall thereafter be binding on all owners of Lots in the Subdivision.

B. Invalidation of any one of these restrictions by judgment or court order shall not invalidate or affect any other restriction contained herein, all of which shall remain in full force and effect.

29. Enforcement of Restrictions. Enforcement of these restrictions shall be by proceeding at law or in equity brought by the Homeowners Association or by any owner of real property in the Subdivision itself, against any party violating or attempting to violate any covenant or restriction contained herein, either to restrain violation, to direct restoration, or to recover damages. Failure of any owner or of the Homeowners Association to demand or insist upon the observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or of the right to seek enforcement of these restrictions at any time.

30. Amendments to Articles and Bylaws. Nothing in this Amended Declaration shall limit the right of the Association to amend from time to time its Articles of Incorporation or Bylaws.

31. Amendment and Restatement. This Amended Declaration amends and restates the terms, conditions, covenants and restrictions of the Declaration of Restrictions in its entirety and in one instrument, such that from and after the recording hereof, all of the covenants and restrictions applicable to the Lots in the Subdivision are stated in their entirety in this instrument.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned constituting at least three-fourths of the owners of the Lots in the Subdivision.