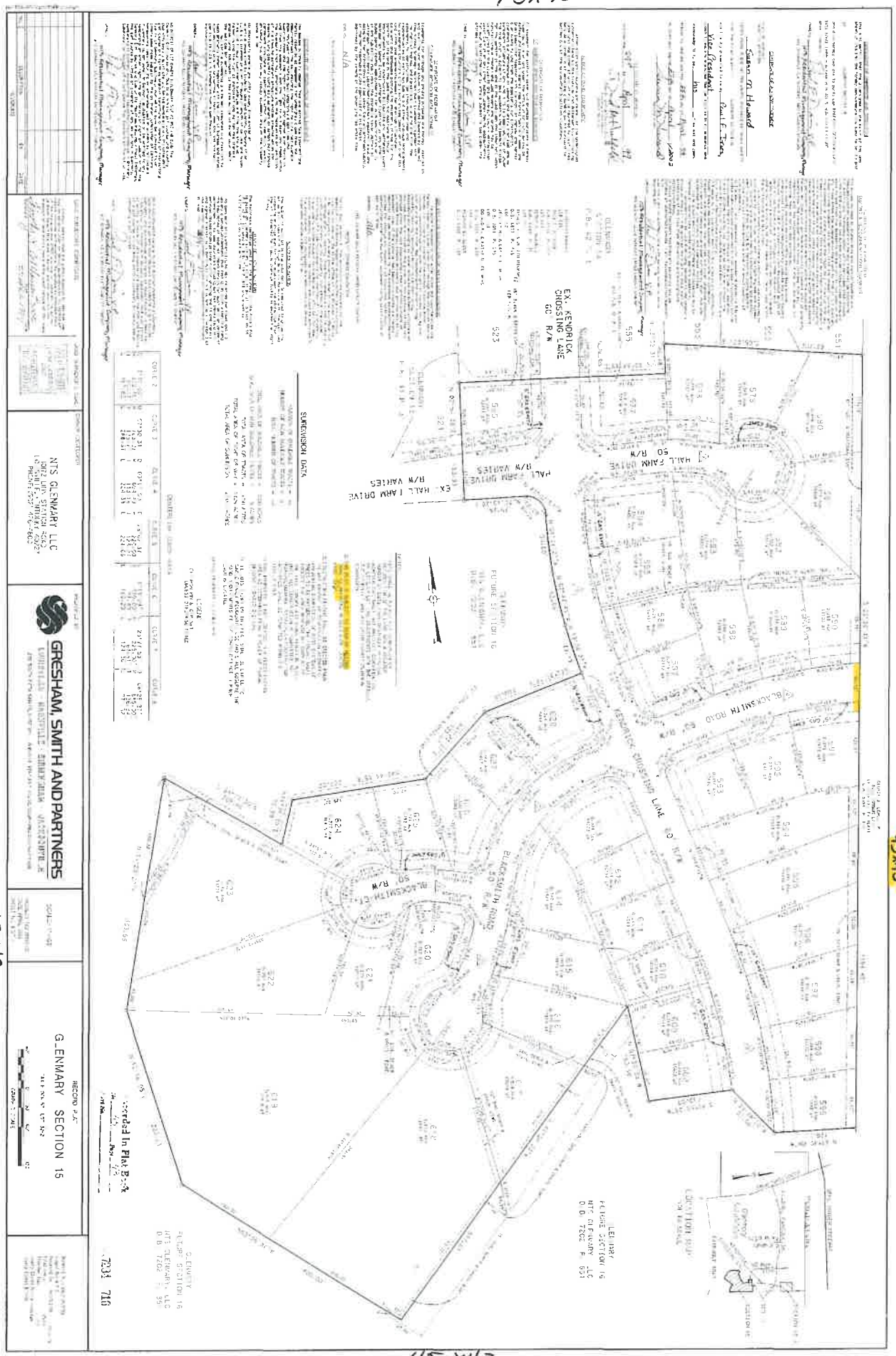


**IN RE: PUBLIC HEARING ON MAJOR PRELIMINARY
SUBDIVISION FOR DOBSON LANE,
CASE NUMBER 21-RSUB-0007**

**DOCUMENTS SUBMITTED ON BEHALF OF
GLENMARY HOMEOWNERS ASSOCIATION, INC.**

1

45X43



45X43

45X43

STATE OF MISSOURI
 COUNTY OF JACKSON
 City of Gladstone
 Planning Commission
 Meeting held on 11/29/2023

Station of Howard

Paul F. Tully
 City Engineer
 11/29/2023

City of Gladstone
 Planning Commission
 Meeting held on 11/29/2023

City of Gladstone
 Planning Commission
 Meeting held on 11/29/2023

City of Gladstone
 Planning Commission
 Meeting held on 11/29/2023

City of Gladstone
 Planning Commission
 Meeting held on 11/29/2023

GRID 1	GRID 2	GRID 3	GRID 4	GRID 5	GRID 6	GRID 7	GRID 8	GRID 9	GRID 10
511	512	513	514	515	516	517	518	519	520
521	522	523	524	525	526	527	528	529	530
531	532	533	534	535	536	537	538	539	540
541	542	543	544	545	546	547	548	549	550

SUPERVISION DATA

NUMBER OF SHEETS: 15
 NUMBER OF THIS SHEET: 15
 DATE OF PREPARATION: 11/29/2023
 NAME OF ENGINEER: Paul F. Tully
 NAME OF ARCHITECT: [Redacted]
 NAME OF SURVEYOR: [Redacted]

NOTICE: This plan is submitted for record and is not to be construed as a warranty of any kind. The engineer and architect assume no liability for any errors or omissions in this plan. The surveyor assumes no liability for any errors or omissions in this plan.

GLENNARY SECTION 15 1/4 SECTION 15 1/4 SECTION 15 1/4 SECTION 15	GREHAM SMITH AND PARTNERS ENGINEERS - ARCHITECTS - ENVIRONMENTAL PLANNERS 1001 S. GARDNER AVE., SUITE 100 GLENDALE, MO 64454 TEL: 816.424.1100 FAX: 816.424.1101 WWW.GREHAMSMITH.COM	NTS GLENNARY LLC 5012 LYN STATION 5602 14 PRINCETON DRIVE GLENDALE, MO 64454 TEL: 816.424.1100 FAX: 816.424.1101 WWW.GLENNARY.COM	RECORD 27 GLENNARY SECTION 15 1/4 SECTION 15 1/4 SECTION 15 1/4 SECTION 15
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45X43

SCALE: 1" = 40'
 0 20 40
 FEET

CREATED IN PLAT 7034
 716

2

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GLENMARY, SECTION 15
PLAT AND SUBDIVISION BOOK 45, PAGE 43,
AND
GLENMARY, SECTION 15-A
PLAT AND SUBDIVISION BOOK 45, PAGE 44,
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY, SECTION 15 AND SECTION 15-A (the "Declaration"), is made on the 28th day of April, 1999, by NTS GLENMARY, LLC, a Kentucky limited liability company, with principal office and place of business at 10172 Linn Station Road, Louisville, Kentucky 40223 ("Developer").

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

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 pursuant to Article I, 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.

**ARTICLE I — PROPERTY SUBJECT TO THIS
DECLARATION; ADDITIONS**

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows (the "Property"):

BEING LOTS 565, 577 through 599, inclusive, and 608 through 628, inclusive, as shown on the plat of Glenmary, Section 15, of record in Plat and Subdivision Book 45, Page 43, and LOTS 556 and 566 through 576, inclusive, as shown on the plat of Glenmary, Section 15-A, of record in Plat and Subdivision Book 45, Page 44, both in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated October 7, 1998, of record in Deed Book 7119, Page 675, in the Office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make these sections containing 57 buildable lots a part of a larger community being developed in accordance with current plans and known as Glenmary ("Glenmary"). Additional land described in Deed Book 7164, Page 684, rerecorded in Deed Book 7202, Page 851, in the Office of the Clerk of Jefferson County, Kentucky, may be included by Developer as other sections of Glenmary.

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

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

Section 3. Lots 101 and 102. Lots 101 and 102 as shown and designated on the plat of Glenmary, Section 15-A as "Open Space Non-Buildable Lots" represent access easements established for adjacent property owners as set out in Deed Book 5244, Page 809, Deed Book 341, Page 337, Deed Book 3891, Page 556, Deed Book 3626, Page 558 and Deed Book 3976, Page 270, all in the Office of the Clerk of Jefferson County, Kentucky. The access easements encumbering Lots 101 and 102 are not intended for use by, and shall not be used by, the owners or residents of any lots in Glenmary Subdivision,

and no lot in Glenmary Subdivision shall have any direct vehicular access thereto. Lots 101 and 102 are not part of the open space land within Glenmary Subdivision and shall not be maintained by the Community Association, as hereinafter defined, and such lots are subject to the terms and conditions of the access easements as set forth above.

ARTICLE II — USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot 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 designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot. For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single family residential purposes", and shall not be permitted on any lot within Glenmary, Section 15 or Section 15-A, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations, or other governmental laws, rules or regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirmed, (9) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, or (10) any "group home" or other similar use as determined by the Developer.

Section 2. 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.

Section 3. Use of Other Structures 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 (excluding pick-up trucks and sport utility vehicles), motorcycle, commercial vehicle, limousine, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No

automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in Glenmary. No trailer, boat, truck, or other vehicle, except an automobile, pick-up truck or sport utility vehicle, shall be parked on any street in Glenmary for a period in excess of twenty-four hours in any one calendar year.

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

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. No dog or other pet runs are permitted on any lot, except for those the design, placement and landscaping of which have been approved in writing by the Developer in its sole discretion. The lot owner keeping any such pets shall keep the lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the common area or open space shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting; Play Equipment.

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

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences, and all fences shall be constructed so that the finished side thereof shall face away from the lot upon which such fence is constructed and shall not exceed forty-eight inches (48") in height unless otherwise approved in writing by the Developer, or any person or association to whom it may assign the right of approval. All fences, as structures, are subject to prior written plan approval by Developer under Section 1 of Article III of this Declaration. No wire or chain link fences are permitted in Glenmary except for tennis court fences permitted under Section 5(c) below. Developer reserves the right, in its sole discretion, however, Developer is under no obligation to do so, to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood perimeter fences. Maintenance of any fence placed or replaced by the Developer on the perimeter of the subdivision shall be the responsibility of the lot owner on whose lot such portion of the fence is located. Notwithstanding any provision of this Declaration to the contrary, with respect to Glenmary, Section 15 and Section 15-A, invisible fences to be installed on any lot may not extend into the front or street side yard of any such lot more than ten feet (10') beyond the applicable front or

street side yard setback lines as shown on the plat of Glenmary, Section 15 and/or the plat of Glenmary, Section 15-A, as applicable.

(c) No tennis court fence shall be erected on any lot in Glenmary unless (i) the fencing is coated with black or green vinyl and (ii) the plan for such fence has been approved by the Developer in writing pursuant to Section 5(b) above.

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

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes" provided, however, satellite dishes smaller than twenty inches (20") in diameter which are installed on the structure of the house above the first floor height and not on the front or any street side of the structure are acceptable) 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, or any person or association to whom it may assign the right of approval, and may be arbitrarily and unreasonably withheld.

(f) Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby lots, as determined by Developer. All lot owners and residents of Glenmary, Section 15 and Section 15-A are hereby advised that all exterior lighting, ornamental post lights and other ornamental yard decorations located or proposed to be located on any lot are subject to the prior written approval of Developer in its sole discretion.

(g) All exterior or outside play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of Developer in its sole discretion, and all lot owners and residents of Glenmary, Section 15 and Section 15-A are advised to obtain the approval of Developer, or any person or entity to whom it may assign the right of approval, prior to the construction or placement of any such equipment on any lot.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot which Developer deems necessary, including but not limited to mowing; provided, that Developer shall have no obligation to remove damaged, dead or

dying trees or limbs thereon, or fallen portions thereof from the lot, although Developer may elect to do so in its discretion, and all of which the lot owner shall promptly cut and remove from the lot after falling, or otherwise after a determination and notice by Developer or the Community Association to the lot owner that any of the same constitute a danger or are unsightly. Each owner shall be assessed an annual fee payable in January at the initial rate of \$18.00 per month for the first two (2) years following the date the lot owner acquires title to a lot; thereafter, Developer may assess the lot owner at an amount Developer, in its sole discretion, determines necessary to maintain the lot. Such maintenance fees shall be appropriately prorated for partial year ownership of a lot conveyed by Developer, and shall be paid by the lot owner in any case within thirty (30) days of demand of Developer. All such fees due and payable to Developer from a lot owner pursuant to the terms of this Section 6(a) shall bear interest from the due date thereof until paid at a fixed rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and such amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(b) From and after the date construction of a single family residence on a lot is started, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together interest from the due date thereof until paid at a fixed rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and such amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(c) Each lot owner, by acceptance of a deed for the lot, releases and shall indemnify and hold harmless Developer from and against all losses or damages which may accrue to such lot owner's lot, and the vegetation thereon, arising from any activities of Developer and/or lot owner pursuant to this Section 6.

Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

Section 8. Business: Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within twelve months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 9. 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 square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans for Glenmary. It shall be the responsibility of each lot owner to ensure that the grading of his lot shall comply with the drainage plan. If the drainage plan is not followed and drainage is blocked or altered, the lot owner shall correct the problem at his expense or the Developer may correct the problem and the lot owner shall be responsible for any costs or expenses to correct the problem. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. It shall be the responsibility of each lot owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from lot owner's lot upon any other property in Glenmary. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

Section 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 on any lot except in sanitary containers. There shall be no burning of trash or other refuse on any lot. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. The sanitary disposal company responsible for the collection of trash and garbage in Glenmary, Section 15 and Section 15-A shall be selected by the Community Association, and no other company shall be used without the express written approval of the Community Association.

Section 12. 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 Company'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 which 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 therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission and distribution feeder lines, poles 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 overhead 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 overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, Section 15, and on the

recorded plat of Glenmary, Section 15-A, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

Section 13. Rules for Common Area. Glenmary Homeowners Association, Inc. (the "Community Association") is authorized to adopt rules for the use of the common area and such rules shall be furnished in writing to the lot owners.

Section 14. Exclusive Water and Sanitary Sewer Service. Each lot owner shall be obligated upon the construction of a residence on any lot to connect to, and obtain service from, the central water and sewage disposal systems provided for Glenmary by the Louisville Water Company and the Louisville and Jefferson County Metropolitan Sewer District, respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any lot.

Section 15. Air Conditioning Units. Except as may be permitted from time to time, by Developer in its sole discretion, no window air conditioning units may be kept or used on any lot.

Section 16. Lighting. Except for seasonal Christmas/Holiday season decorative lights, and attendant displays and decoration, which may be displayed from December 1 of each year through the following January 10 and only as shall be acceptable to Developer in its sole discretion, all exterior lights must receive the prior written approval of Developer.

ARTICLE III — ARCHITECTURAL CONTROL

Section 1. Approval of Grading, Construction and Landscape Plans.

(a) No clearing or grading of any lot shall be permitted, and no structure may be erected, placed or altered on any lot until a lot grading plan showing proposed clearing limits, grading and house location, and construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations), which must be in compliance with the drainage and grade plans for Glenmary; (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete and which shall be constructed in final finished form not later than thirty (30) days subsequent to the substantial completion of any residence on a lot, as determined by Developer in its

sole discretion); and (v) the time frame within which all construction shall be completed, shall have been approved in writing by the Developer in its sole discretion.

(b) In addition to the plans referred to in subparagraph (a) of this Section 1, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot and the time frame within which such landscaping shall be completed. Each landscape plan for a lot submitted to the Developer shall obligate, and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the lot) the two trees as provided in Article III, Section 6(d) hereof, and foundation shrubs and other plantings having a current fair market value of not less than \$1,500.00. The approved landscaping must be installed prior to the commencement of occupancy of the residence on the lot; when seasonal limitations prohibit, the approved landscaping on and/or sodding of, the lot must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Developer. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by Developer, in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the installation of the landscaping and/or sodding on a lot within the time frame established pursuant to the landscape plans and specifications therefor approved by Developer, the lot owner shall, within fifteen (15) days after written notice from Developer, complete such landscaping in a good, workmanlike and professional manner. Should such lot owner fail to complete such landscaping within the applicable period provided above, Developer may, in its sole discretion, elect to complete such landscaping on such lot in accordance with the approved plans therefor, and Developer, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon at any time and from time to time in connection therewith, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Developer upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below. The Developer reserves the right to waive these requirements.

(c) All approved construction activities, and landscape activities shall be completed by the lot owner within the time frame specified in the approved plans contemplated in (a) above. Upon completion of all such construction, the lot owner shall, at the lot owner's cost, furnish to Developer upon request a written statement and certification of the lot owner's builder and/or an engineer acceptable to Developer, to the effect that (i) the improvements constructed upon the lot substantially conform to the plans

and specifications approved pursuant to this Section 1, and (ii) drainage of the lot after improvement is in positive drainage compliance with the drainage plans for Glenmary, Section 15 or Section 15-A, whichever is applicable. Developer reserves the right to require any builder to post separate deposits with Developer to ensure compliance with such approved construction plans and/or drainage plans and/or landscape plans for Glenmary, Section 15 or Section 15-A, in such amount as Developer shall from time to time elect not in excess of Ten Thousand Dollars (\$10,000.00) for each such deposit.

(d) In the event any such structures or other improvements constructed on any lot, and/or the final grade of any lot, do not conform to the approved construction plans or drainage plans for Glenmary, Section 15 or Section 15-A, the lot owner shall, within thirty (30) days after written notice from Developer (or such greater period as Developer shall specify in such notice), cause such non-compliance to be fully remedied to the satisfaction of Developer. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the construction of any improvements on a lot within the time frame established pursuant to the construction plans and specifications therefor approved by Developer, the lot owner shall, within thirty (30) days after written notice from Developer, complete such improvements in a good, workmanlike and professional manner, or, if the existing status of the improvements on the lot are such that the same cannot be reasonably completed within such thirty (30) day period, the lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of all such improvements, which shall in any case be completed within one hundred eighty (180) days of such notice from Developer or within such other period as shall be reasonably specified by Developer (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such lot owner fail to cure such non-compliance or to complete such construction within the applicable period provided above, Developer may, in its sole discretion, elect to cause such non-compliance to be so cured, and may, in its sole discretion, elect to complete such construction on such lot in accordance with the approved plans therefor, and Developer, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon at any time and from time to time in connection therewith, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Developer upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(e) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this Section 1 shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae), microwave and other receivers and

transmitters (including those currently called "satellite dishes"), swimming pools and tennis courts.

(f) No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of the Developer, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with the construction thereof and other improvements on the lot.

Section 2. Building Materials: Roof: Builder: Architectural Standards.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 7 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 7 inches vertical for every 12 inches horizontal with the prior written consent of Developer in its sole discretion, which consent may be arbitrarily and unreasonably withheld by Developer, and a plane of 8 inches vertical for every plane of 12 inches horizontal for one story structures.

(c) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor or builder (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by any lot owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to ensure (i) the maintenance of a high quality of construction within Glenmary, (ii) that the economic value of other lots and structures within Glenmary will not be impaired by the construction of residential structures not of the same or comparable quality as now exist in Glenmary, and (iii) the maintenance of the existing high aesthetic quality of Glenmary. Nothing contained in this Section 2(c) or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Developer with regard to any matter whatsoever pertaining to any Builder, or of the value or quality of any lot, or any residence or other structure or improvement constructed thereon or otherwise within Glenmary, Section 15 or Section 15-A.

(d) Developer reserves the right to issue and modify from time to time architectural and other standards and design guidelines to assist lot owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to Section 1 hereof. All lot owners and their Builders and other contractors shall comply with the

construction regulations portions, if any, of the design guidelines. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; work trailers; parking areas; outside storage; conduct and behavior of Builders, contractors, subcontractors and lot owners; the conservation of landscape materials; and fire protection.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The ground floor area of a one story house shall be a minimum of 1,750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, with a total floor area of at least 1,750 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, with a total floor area of at least 2,200 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plats of Glenmary, Section 15 and Section 15-A, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Side yard setbacks, unless otherwise shown on the recorded plats of Glenmary, Section 15 and Section 15-A, shall conform to the applicable zoning regulations. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on any lot in Glenmary, Section 15 or Section 15-A.

Section 6. Sod; Sidewalks; Driveways; Trees.

(a) Within thirty (30) days after the construction of a residence, the lot owner shall grade and sod that portion of the lot located between the pavement of any abutting streets and the rear corners of any residence constructed on the lot (generally the front yard, the side yard and any street side yard), and shall seed and straw the remainder of the lot (generally the rear yard). For corner lots, Developer reserves the right to require the lot owner to grade and sod a greater portion of the lot where it is adjacent to any street.

(b) If required by the Jefferson County Department of Public Works, each lot owner shall cause a sidewalk to be constructed on his lot at the first to occur of (i) prior to completion of construction of a residence on the lot, or (ii) one year from the date construction of a residence on 80% of the lots in Glenmary, Section 15 or Section 15-A, as applicable, has begun, whether or not the lot owner has begun construction on that particular lot.

(c) Each lot owner shall concrete the driveway, and thereafter maintain the same in good repair and condition, within thirty days after completion of a single family dwelling; that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good condition by the lot owner, regardless of whether located on the lot or within a right-of-way and/or easement adjacent to the lot.

(d) Upon construction of a residence, the owner shall cause to be planted two (2) trees (each with a minimum trunk diameter of three inches) in the front yard of the lot. Such requirement may be waived by Developer if existing trees (at least 3" in diameter) are already growing in the front yard of the lot. No tree shall be removed from any lot, except in the case of emergencies, without the prior written approval of Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to cause compliance therewith, without liability of Developer, or any of its successors, assigns, officers, employees, stockholders, partners, agents, servants or contractors, or affiliates or related entities, to the lot owner or others for trespass or otherwise, and the lot owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at the same rate prescribed or permitted pursuant to Article II, Section 6(a), and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts which lien shall be of equal priority as the lien for assessments provided for in Article IV hereof.

Section 7. Mail and Paper Boxes; Hedges. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer in its sole discretion. Each lot owner is advised that

Developer shall require that a uniform mail box and paper holder (with uniform letters and numbers) be purchased directly from Developer, a related entity, or a specified third party vendor in order to ensure uniform use and appearance in Glenmary, Section 15 and Section 15-A.

Section 8. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Developer reserves the right to reject any plans that do not comply with such architectural and other standards set forth in any design guidelines which may be issued from time to time by Developer.

ARTICLE IV — COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all areas designated as "common area" or "open space" on any recorded final subdivision plat within any portion of Glenmary (except as otherwise set forth in Article I, Section 3 hereof) made subject to the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area. The Board of Directors of the Community Association may, as part of the operation of the recreational facilities, if any, permit nonresidents of Glenmary to use the recreational facilities, if any, for a reasonable annual fee, payable to the Community Association. Such users shall not be members of the Community Association.

(b) The right of the Community Association to borrow money for the purpose of improving the common area or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area.

(c) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities, if any, by an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) The right of the Community Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association. Provided, however, no common areas, including medians in the right of way, open spaces or signature walls shall 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 Commission. The provisions contained in this paragraph shall not be amended by the Community Association.

Section 2. Delegation of Use. Any lot owner may delegate, in accordance with the Bylaws of the Community Association, his right of enjoyment to the common area and facilities to the members of his family or to his tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the lot.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the Board of Directors of the Community Association shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots of the common area or to make any alteration required by any governmental authority.

Section 4. Assessments: Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association annual assessments or charges, such assessments to be established and collected as provided in this Article IV. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments.

The annual assessments may only be used for purposes generally benefitting the Community Association. The Community Association will maintain the common areas or open spaces and signature walls which are an integral part of the subdivision community and development and it is specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that this Declaration shall be amended, altered, modified, or canceled, then in such event, the lot owners shall continue to be obligated to maintain the common areas, open spaces and signature walls of Glenmary unless and until the said common areas, open spaces and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

Section 6. Maximum Annual Assessment.

(a) The maximum annual assessment shall be set at a rate not to exceed \$200.00 per year per lot. This same amount shall be automatically charged annually until the Community Association gives notice of an increase or decrease in the maximum annual assessment. The annual assessment shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

(b) The Board of Directors of the Community Association may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors of the Community Association shall determine when the assessments shall be paid.

Section 7. Uniform Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors of the Community Association may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is acquired by someone other than the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first acquired.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein in non-use of the common area or abandonment of his lot.

Section 10. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 11. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation, and

rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 12. Classes of Membership. Effective with the occupancy of a house on any lot, the lot owner will automatically be a Class A member of the Community Association.

ARTICLE V — GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer 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. Any such lot owner, Developer and/or the Community Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorneys' fees. Any award of damages received by Developer or the Community Association in connection with any such action, and all costs and expenses incurred by Developer or the Community Association in connection therewith, shall constitute a lien upon the lot, of equal priority to the lien for assessments provided for in Article IV, and any award of damages received by any lot owner in connection with any such action shall accrue to the sole benefit of the Community Association.

Section 2. Liens. All liens created and/or imposed against any lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Kentucky law, including judicial foreclosure thereof and sale of lot encumbered thereby, with the lot owner and any other persons responsible therefor remaining liable for any deficiency.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this Section 4, 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 years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then

owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Section 5. Amendments to Articles and Bylaws of the Community Association. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and/or Bylaws.

Section 6. Non-Liability of the Directors. Neither Developer nor the directors of the Community Association shall be personally liable to the owners of the lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and their respective heirs, executors, administrators, successors and assigns in accordance with the Articles of Incorporation of the Community Association.

Section 7. Board of Directors of the Community Association's Determination Binding. In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Community Association, the determination thereof by the Board of Directors of the Community Association shall be final and binding on each and all such owners.

Section 8. Incorporation by Reference on Resale. Upon the sale or other transfer of any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, charges, liens, assessments and other provisions set forth in this Declaration; provided, however, that the failure of any such deed to so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the lot conveyed thereby from the effect of this Declaration.

Section 9. Reservation of Easement. Developer hereby reserves, grants and conveys unto itself, its successors and assigns, a perpetual easement five (5) feet in width within and along the boundaries of each lot, plus rights of ingress and egress and access on and over each lot to such easement, for utility services, access, drainage, construction, grading, and fill, and such other use as Developer shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Developer, its successors and assigns, and of any lot or other portion of Glenmary, and other persons or entities, selected by Developer in its sole discretion; provided that sidewalks, driveways and other structures approved pursuant to Article III hereof, and utilities to serve such lot, shall be permitted to cross such easement.

Section 10. Developer's Right to Complete Development. No provision of this Declaration shall be construed to prevent or limit Developer's rights to complete the development, construction, promotion, marketing, sale and leasing of lots developed from the Property; to construct or alter improvements on any real property owned by Developer; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Developer; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Nothing in this Section 10 shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration, and Developer shall be generally exempt from the application of the covenants, conditions and restrictions imposed by this Declaration except as it may from time to time elect in writing in its sole discretion.

Section 11. Reservation of Additional Easements, Exceptions and Exclusions. Developer reserves to itself and hereby grants to the Community Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the common area or open spaces for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of Glenmary for the best interest of the lot owners and the Community Association, in order to serve the lot owners within Glenmary. Developer further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions and exclusions convenient or necessary for the use and operation of any other property of the Developer, as long as it does not unduly hamper the enjoyment of Glenmary, as built or expanded, by the lot owners.

Section 12. Drainage Easement. An easement is hereby reserved to the Developer and granted to the Community Association, and their respective offices, agents, employees, successors and assigns, to enter upon, across, over, in, and under all lots and any portion of the common area or open space for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the common area or open space so as to improve the drainage of water on the common area or open space. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the lot owners of their lots, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Developer, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Community Association prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 13. Glenmary Golf Course and Club. The Glenmary Golf Course and Club is a private golf course and club, with separate, private and limited membership, and the Glenmary Golf Course and Club and its attendant golf course and facilities shall not

constitute an amenity or recreational facility of Glenmary, Section 15 or Section 15-A, and will not be conveyed to, or otherwise made subject to the control or jurisdiction of the Community Association, nor will the same be otherwise used in common by, or be subject to any right of enjoyment in favor of, the lot owners or the owners of any other lots in Glenmary. No lot owner or any other person or entity shall obtain or be entitled to any membership or other right, title or interest, or right of enjoyment or use, in or to the Glenmary Golf Course and Club or its facilities, including, without limitation, the Glenmary Golf Course, by virtue of ownership of any lot or lots, membership in the Community Association or residence in Glenmary.

All lot owners, and other residents of Glenmary, are hereby advised, and by acceptance of a deed for a lot, and/or residence in Glenmary, as applicable, hereby acknowledge and agree, that the Glenmary Golf Course and Club, and its attendant facilities, are situated in Glenmary, and that such lot owner or other person or entity is aware of, accepts and assumes the risks and hazards of a golf course and of residence within a community bordering and/or containing a golf course, and hereby releases from all such risks and hazards Developer and the Community Association, and all entities affiliated with or related to any of the foregoing, and all of the respective successors, assigns, officers, partners, employees, agents and contractors of all of the foregoing (collectively, the "Released Parties"). These risks and hazards include, by way of illustration and not limitation, the possibility of personal injury and/or property damage occasioned by stray or errant golf balls and/or trespass upon a lot by golfers. Provided, that in no event shall the provisions of this Section be construed to relieve golfers for liability under Kentucky law for damage caused by or resulting from errant golf balls and/or trespass without right. Further, all such persons and entities constituting the Released Parties shall have no responsibility or liability to any lot owner or resident of Glenmary for any claims or liability based upon or related to (i) the design, layout or construction of the Glenmary Golf Course or other facilities, or (ii) the activities and/or acts of any golfers or other persons present on or using the Glenmary Golf Course or other facilities.

In the event any lot owner sells or transfers any lot subject to this Declaration, the contract for sale therefor and any deed purporting to effect such transfer shall contain a provision agreed to by the purchaser of the lot and acceptable to Developer incorporating the terms of this Section; provided, however, the failure of any deed to so incorporate by reference such provisions shall not affect the validity of such deed nor shall such failure be deemed to release the lot conveyed, or the purchasers of such lot, from the effect hereof or of the other provisions of this Declaration.

Developer does not represent, warrant or guarantee, and hereby expressly disclaims, that the Glenmary Golf Course and facilities, as a private club, will remain open as a country club, private or otherwise, or will continue to be used for such purposes.

All owners of lots bordering on, or backing up to the golf course, shall, during construction on the lot, place a fabric silt fence at least eighteen inches (18") in height with a minimum of four inches (4") underground, along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose of the silt fence is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from the lot to the golf course land. Removal or clean-up of the above-referenced items shall be at lot owner's sole cost and expense.

WITNESS the signature of Developer by its duly authorized Manager on this 28th day of April, 1999.

NTS Glenmary, LLC,
a Kentucky limited liability company

By: NTS Residential Management Company
Manager

By: Paul F. Dries

Title: Vice President

COMMONWEALTH OF KENTUCKY)
)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on this 28th day of April, 1999, by Paul F. Dries as Vice President of NTS Residential Management Company, a Kentucky corporation and the Manager of NTS Glenmary, LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: April 27, 2002

Susan M. D. Lawrence
NOTARY PUBLIC

(SEAL)

The foregoing instrument was prepared by:

Timothy W. Martin
Timothy W. Martin, Esq.
Brown, Todd & Heyburn, PLLC
400 West Market Street
Suite 3200
Louisville, Kentucky 40202
(502) 589-5400

Recorded In Plat Book
No. 45 Page 43 & 44
Part No. _____

END OF DOCUMENT

Document No.: DN1999071800
Lodged By: N T S
Recorded On: 04/29/1999 10:32:38
Total Fees: 52.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw
Deputy Clerk: DIAROB

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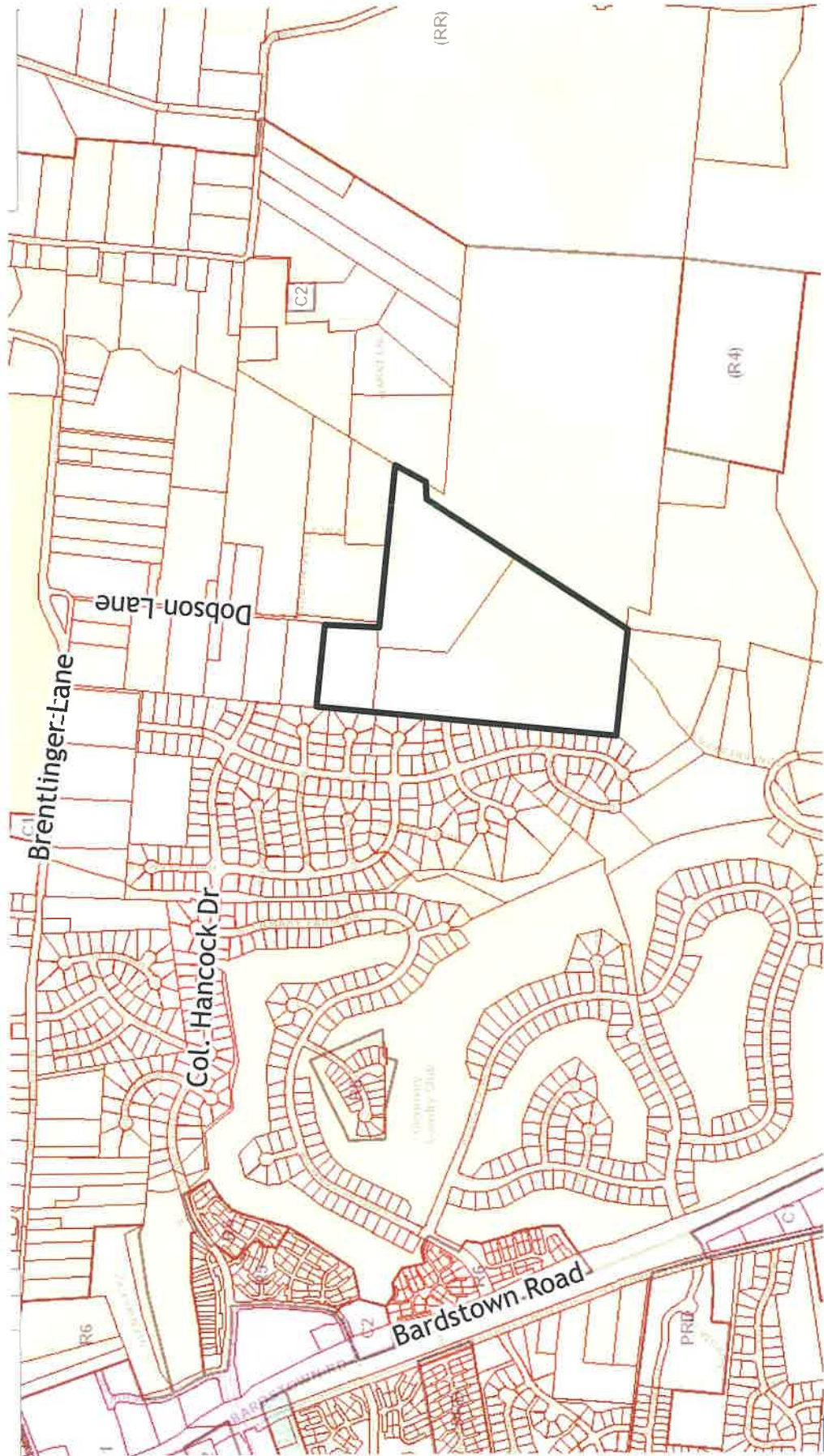


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5

6



7



View of Dobson Lane looking north towards Bretlinger Ln. Site is to the left.

8

PROPOSED DOBSON LANE SUBDIVISION

Adjacent to Glenmary Neighborhood

LOUISVILLE, KENTUCKY

TRAFFIC IMPACT STUDY

AUGUST 2021

PREPARED FOR:

GLENMARY HOMEOWNERS ASSOCIATION
P.O. BOX 1338
LOUISVILLE, KY

Prepared by:

Qk4, Inc.

1046 E. Chestnut Street

Louisville, KY 40204

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INTRODUCTION

Qk4 was retained to perform a Traffic Impact Study (TIS) on the proposed Dobson Lane Subdivision adjacent to Glenmary Neighborhood in Jefferson County Kentucky for the Glenmary Homeowners Association. The approximate location of the proposed development can be seen in Figure 1 below.



Figure 1. Proposed Site Location

PROPOSED DEVELOPMENT

The proposed development will consist of approximately 103 new house lots on roughly 61 acres. The proposed access into the neighborhood is through blacksmith road in the back of the Glenmary East neighborhood. This layout is shown in **Figure 2** below.



Figure 2. Proposed Neighborhood Development Layout

EXISTING CONDITIONS

STUDY AREA

The analysis area for this traffic impact study will include the adjacent neighborhood, specifically the following existing intersections:

- 1) Blacksmith Road & Kendrick Crossings Lane,
- 2) Colonel Hancock Drive & Kendrick Crossings Lane,
- 3) Bardstown Road & Glenmary Farm Road,
- 4) Bardstown Road & Colonel Hancock Drive,
- 5) Bardstown Road & Brentlinger Lane.



Figure 3. Study Intersections

Intersection 1) Blacksmith Road & Kendrick Crossings Lane

The intersection of Blacksmith Road & Kendrick Crossings Lane is currently a two-way stop controlled intersection. The two stop signs are located on East-bound and West-bound Blacksmith Road approaches. The intersection approach geometry can be seen in **Figure 4** below.



Figure 4. Blacksmith Rd. & Kendrick Crossings Ln. Intersection

Intersection 2) Colonel Hancock Drive & Kendrick Crossings Lane Intersection

The intersection of Colonel Hancock Drive & Kendrick Crossings Lane Intersection is currently a two-way stop controlled intersection. The two stop signs are location on North-bound and South-bound Kendrick Crossings Lane approaches. The intersection approach geometry can be seen in **Figure 5** below.



Figure 5. Colonel Hancock Dr. & Kendrick Crossings Ln. Intersection

Intersection 3) Bardstown Road & Glenmary Farm Drive Intersection

The intersection of Bardstown Road & Glenmary Farm Drive Intersection is currently signalized. The intersection approach geometry can be seen in **Figure 6** below.

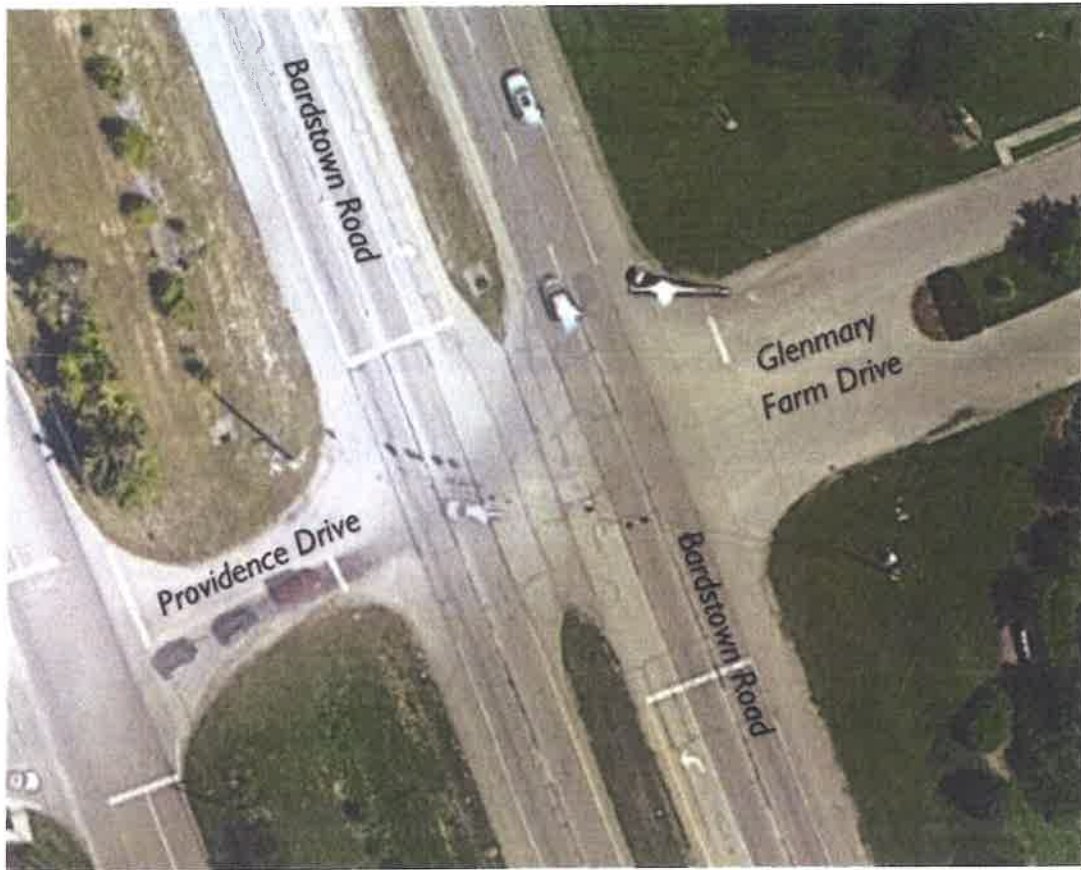


Figure 6. Bardstown Rd. & Glenmary Farm Dr.

Intersection 4) Bardstown Road & Colonel Hancock Drive Intersection

The intersection of Bardstown road & Colonel Hancock Drive Intersection is currently signalized. The intersection approach geometry can be seen in **Figure 7** below.

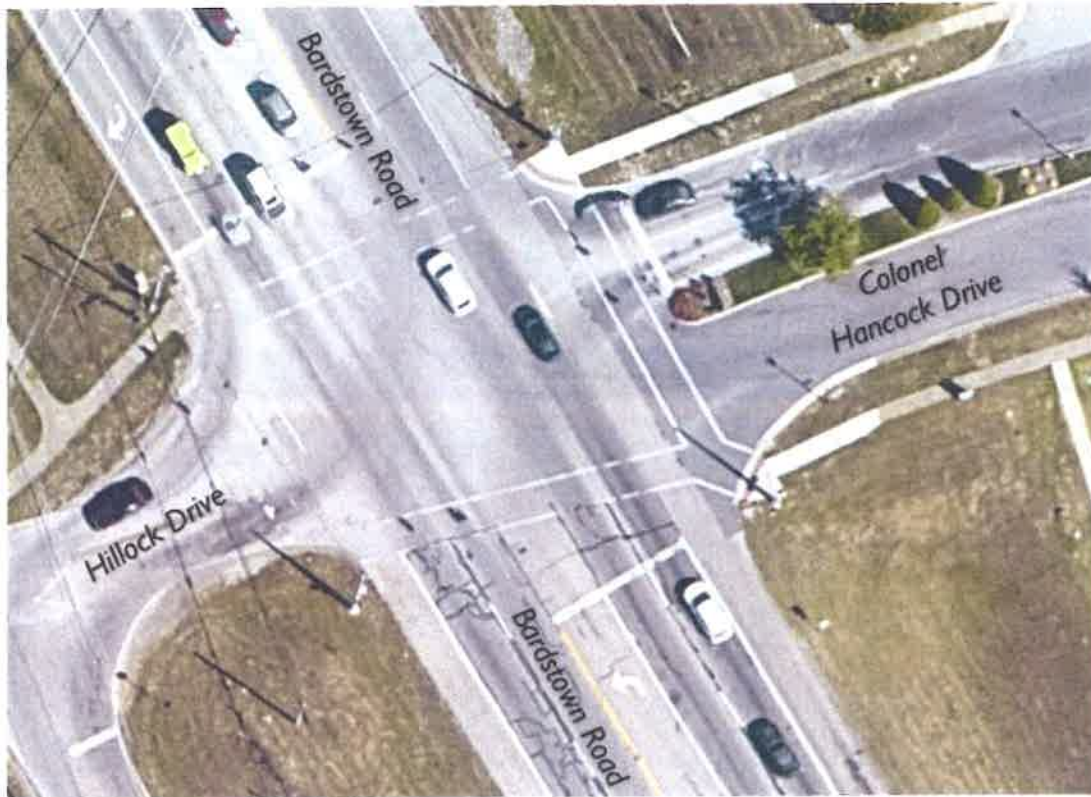


Figure 7. Bardstown Rd. & Colonel Hancock Dr.

Intersection 5) Bardstown Road & Brentlinger Lane Intersection

The intersection of Bardstown Road & Brentlinger Lane Intersection is currently signalized. The intersection approach geometry can be seen in **Figure 8** below.

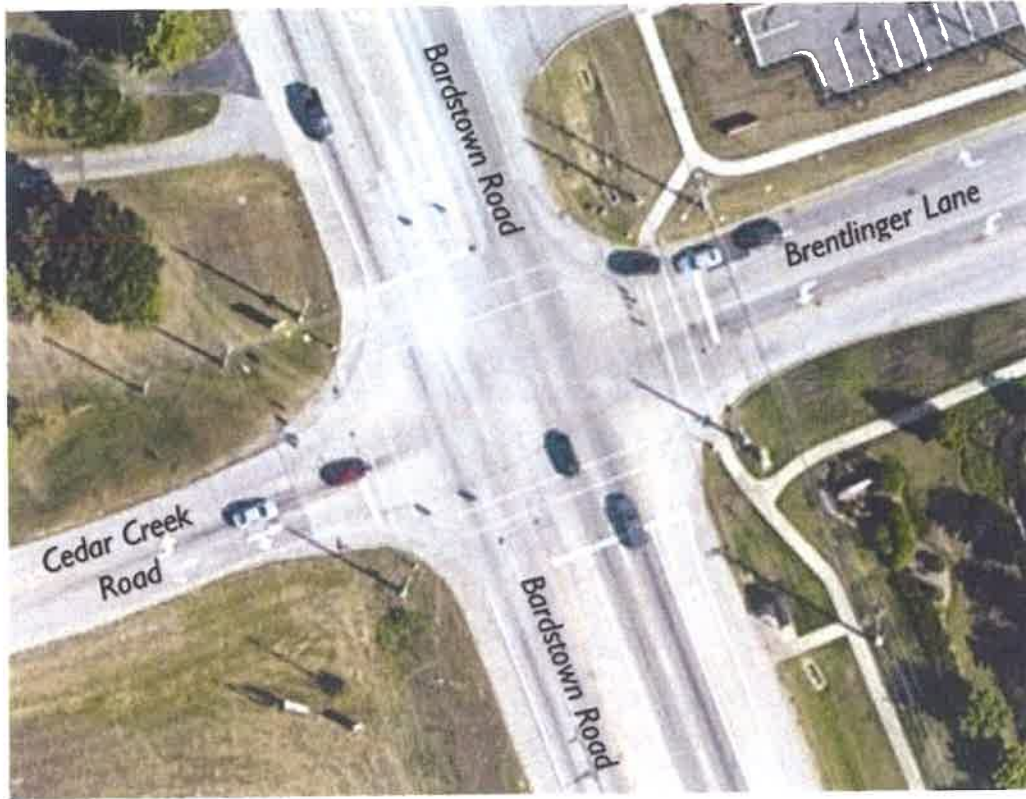


Figure 8. Bardstown Rd. & Brentlinger Ln.

TURNING MOVEMENT COUNTS

Turning movement volumes were collected in July of 2021. Existing turning movements are summarized below in **Figure 9 & Figure 10**.

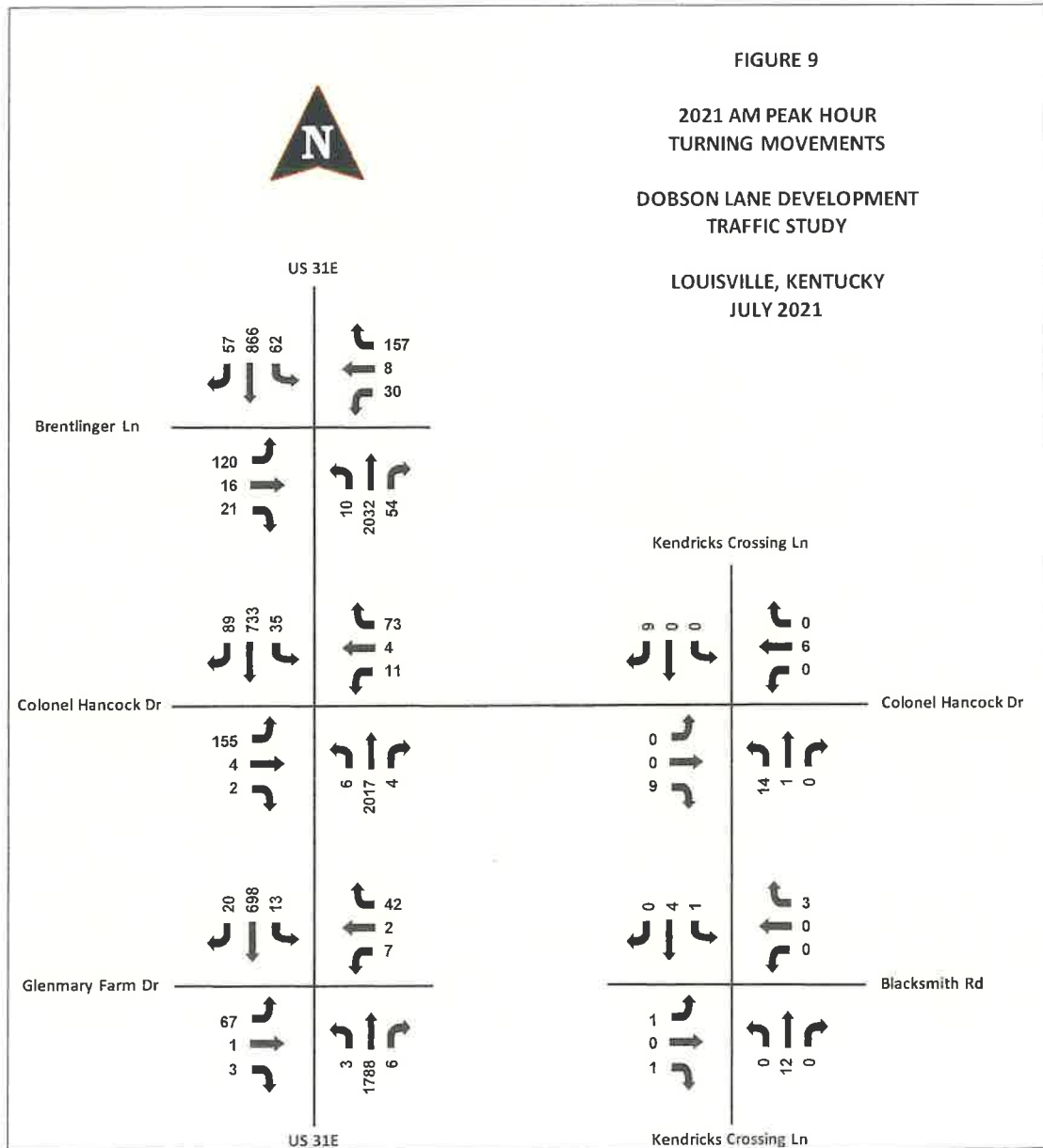


Figure 9. 2021 AM Peak Hour Turning Movements

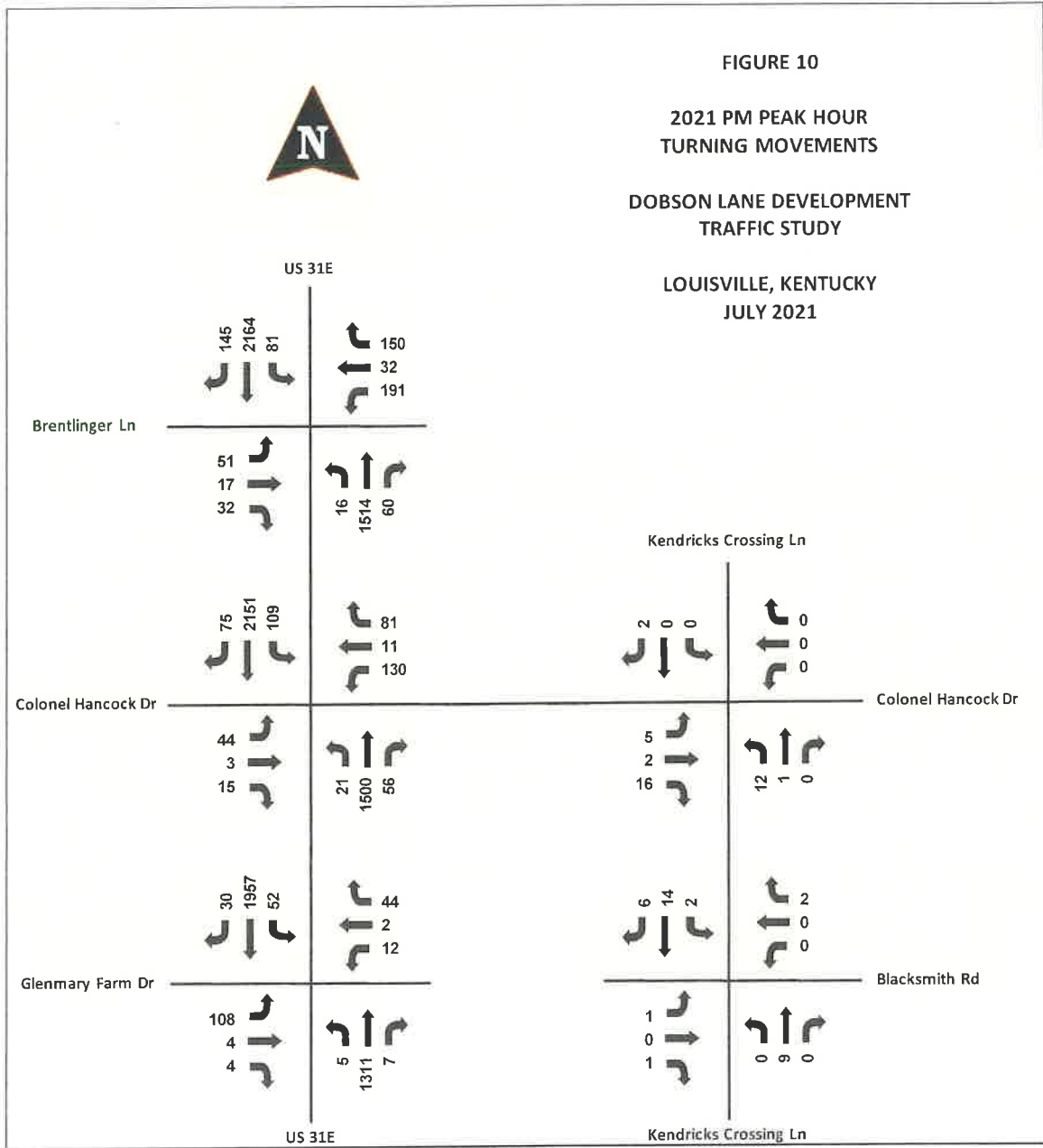


Figure 10. 2021 PM Peak Hour Turning Movements

PROJECTED TRAFFIC

BACKGROUND TRAFFIC GROWTH

Existing volumes were grown by 4% to the future years of 2023 (build-out year) and 2033 (build-out + 10 years growth). This growth rate was based on the annual growth rate found by reviewing historic counts at the nearby KYTC count station 056261 on US 31E. Figure 11 below show the data for count stations 056261. 2023 AM and PM no build turning movements can be seen on Figure 12 and Figure 13. 2033 AM and PM no build turning movements can be seen on Figure 14 and Figure 15.

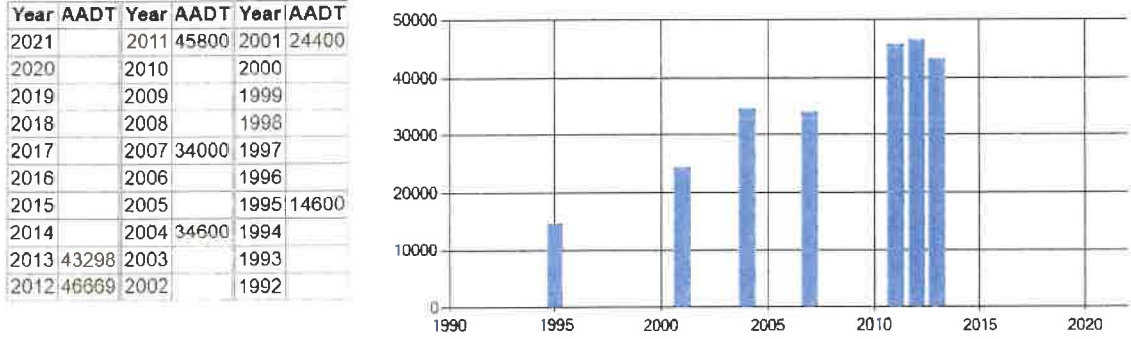


Figure 11. Historical Traffic Volume Summary – US 31E Station 056261

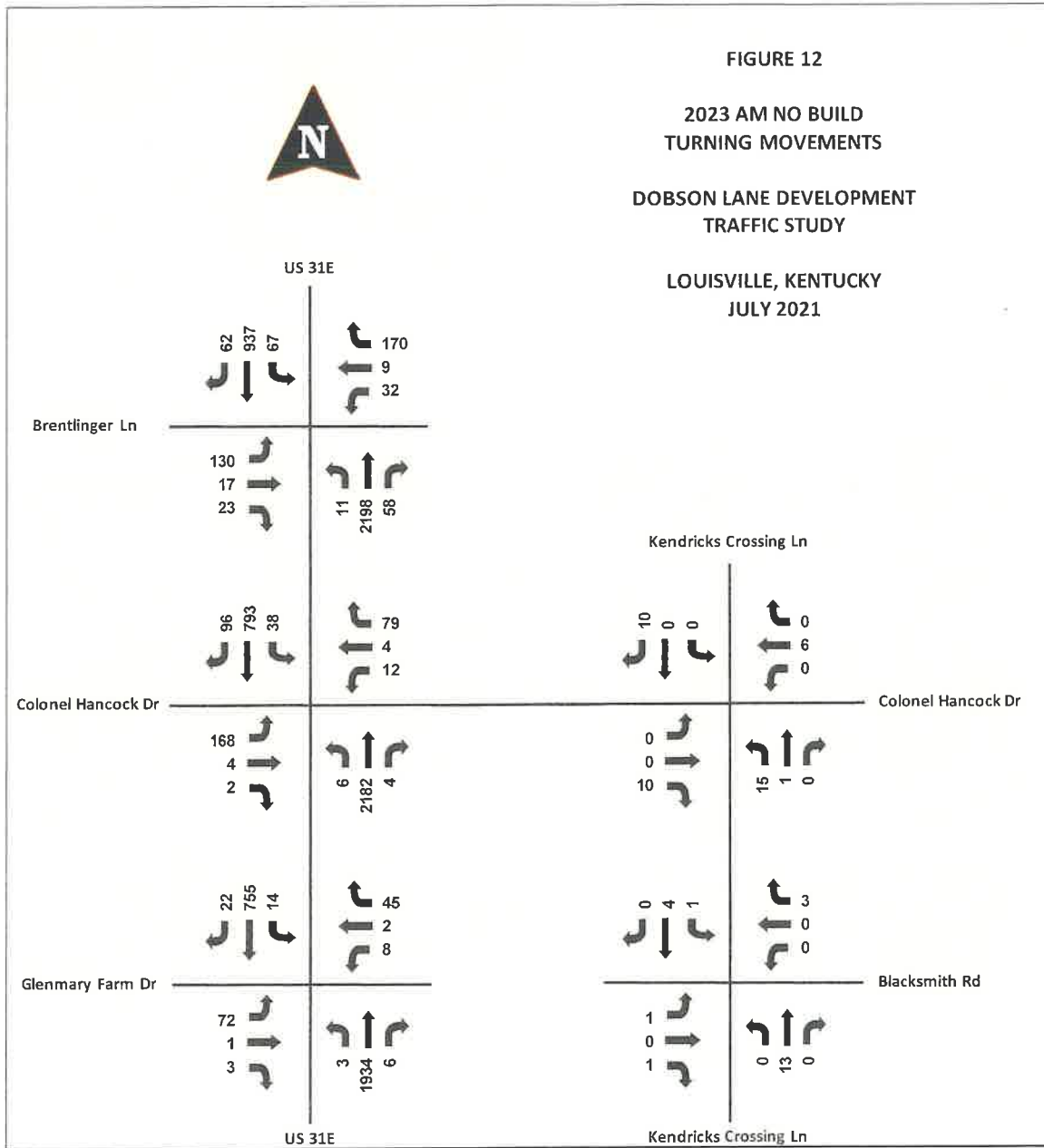


Figure 12. 2023 AM No Build Peak Hour Turning Movements

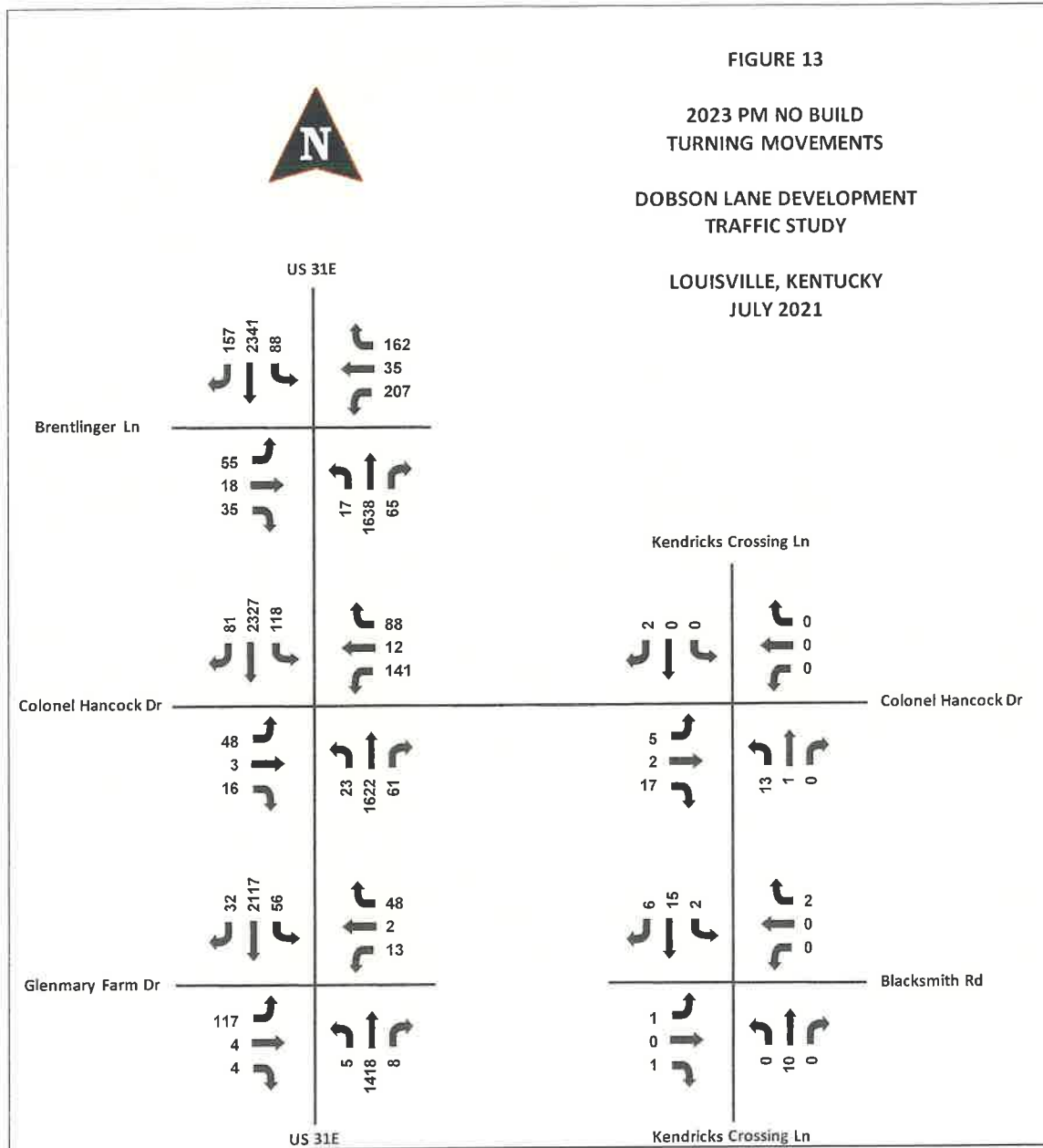


Figure 13. 2023 PM No Build Peak Hour Turning Movements

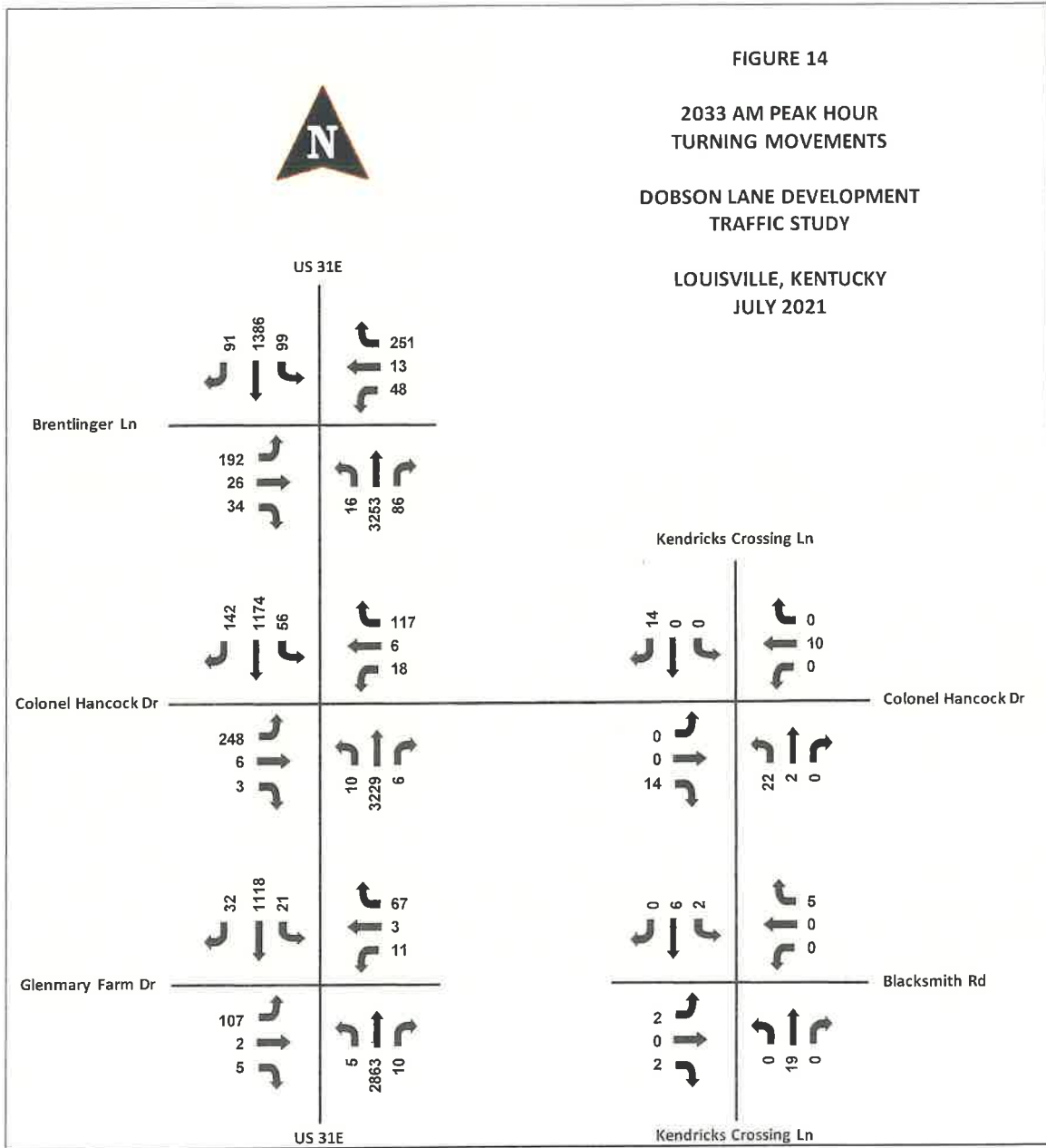


Figure 14. 2033 AM No Build Peak Hour Turning Movements

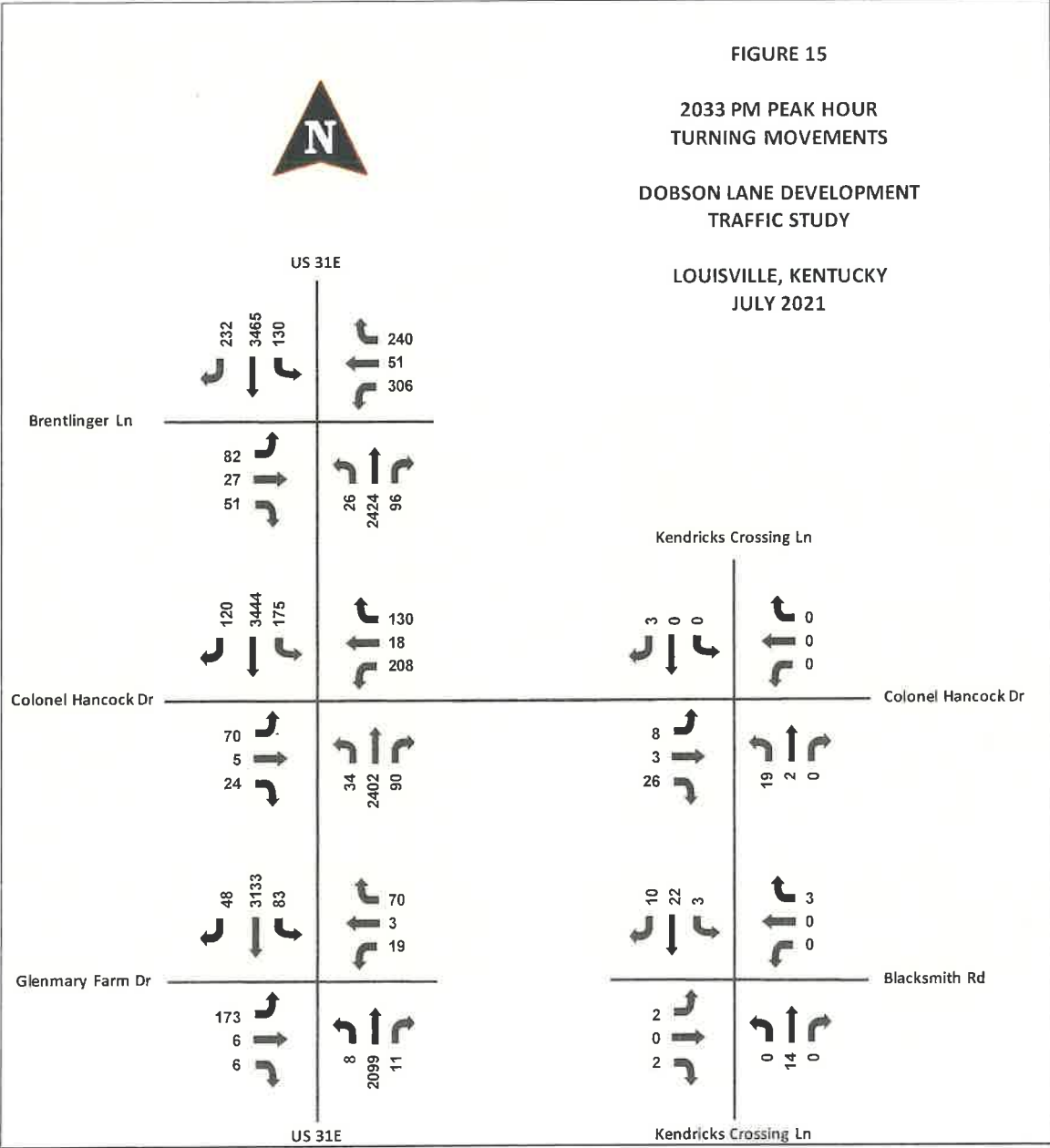


Figure 15. 2033 PM No Build Peak Hour Turning Movements

TRIP GENERATION

Trips were generated based off similar developments as documented in the ITE Trip Generation Manual. This resulted in the following trip generations, as shown on Figures 16 and 17:

	Inbound	Outbound
AM	20	59
PM	66	39

TRIP DISTRIBUTION / ASSIGNMENT

Traffic was distributed to and from the proposed development based on existing traffic patterns in the study area. **Figure 16** below summarizes the total trip distributions through the study area. The AM and PM peak hour primary trips generated by the development are shown in **Figure 17** and **Figure 18** respectively. These generated trips were added to the projected future year no build volumes to determine the 2023 and 2033 build traffic volumes. **Figure 19 and Figure 20** show the 2023 build volumes for the AM and PM peak hours respectively. **Figure 21** and **Figure 22** show the 2033 build volumes for the AM and PM peak hours respectively.

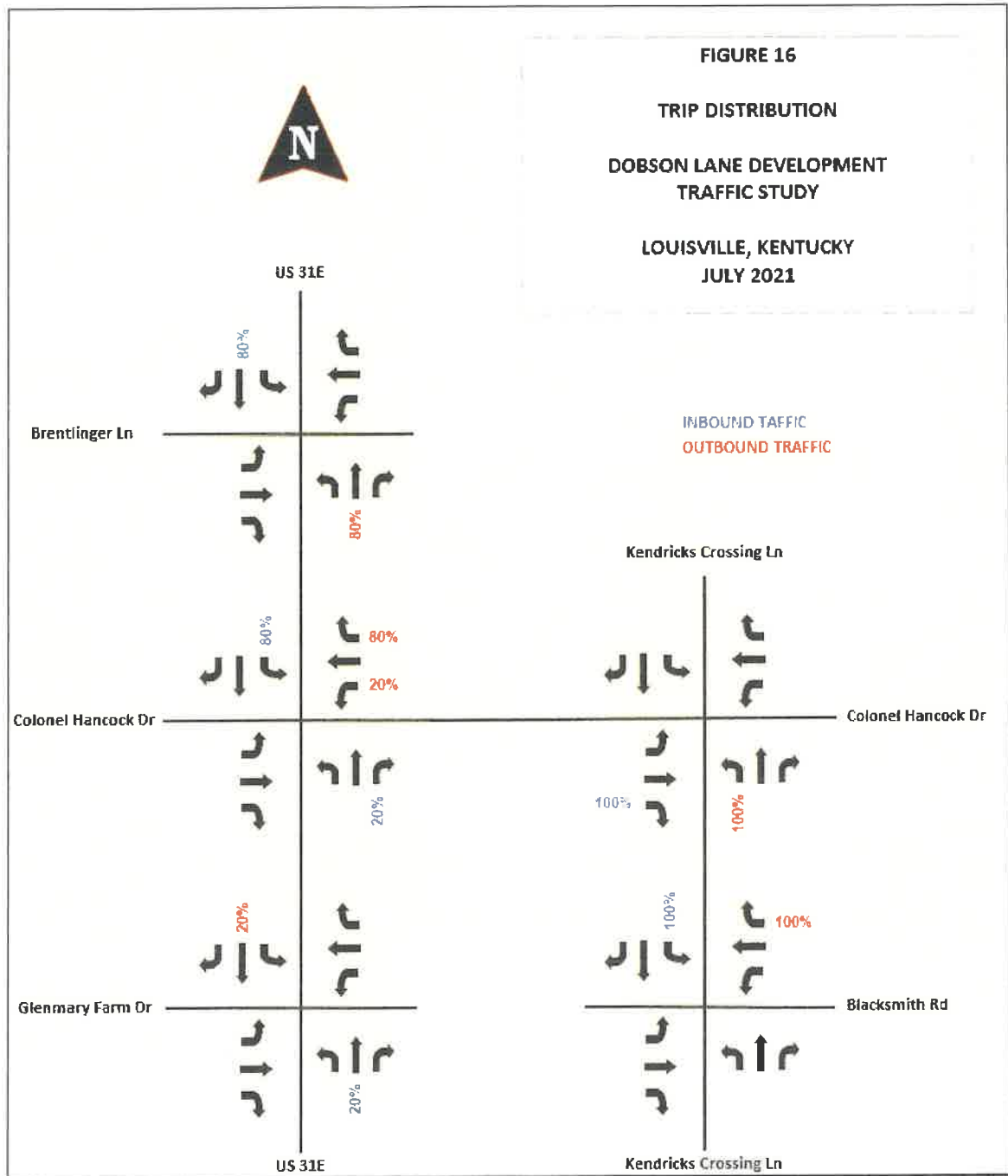


Figure 16. Trip Distribution Percentages

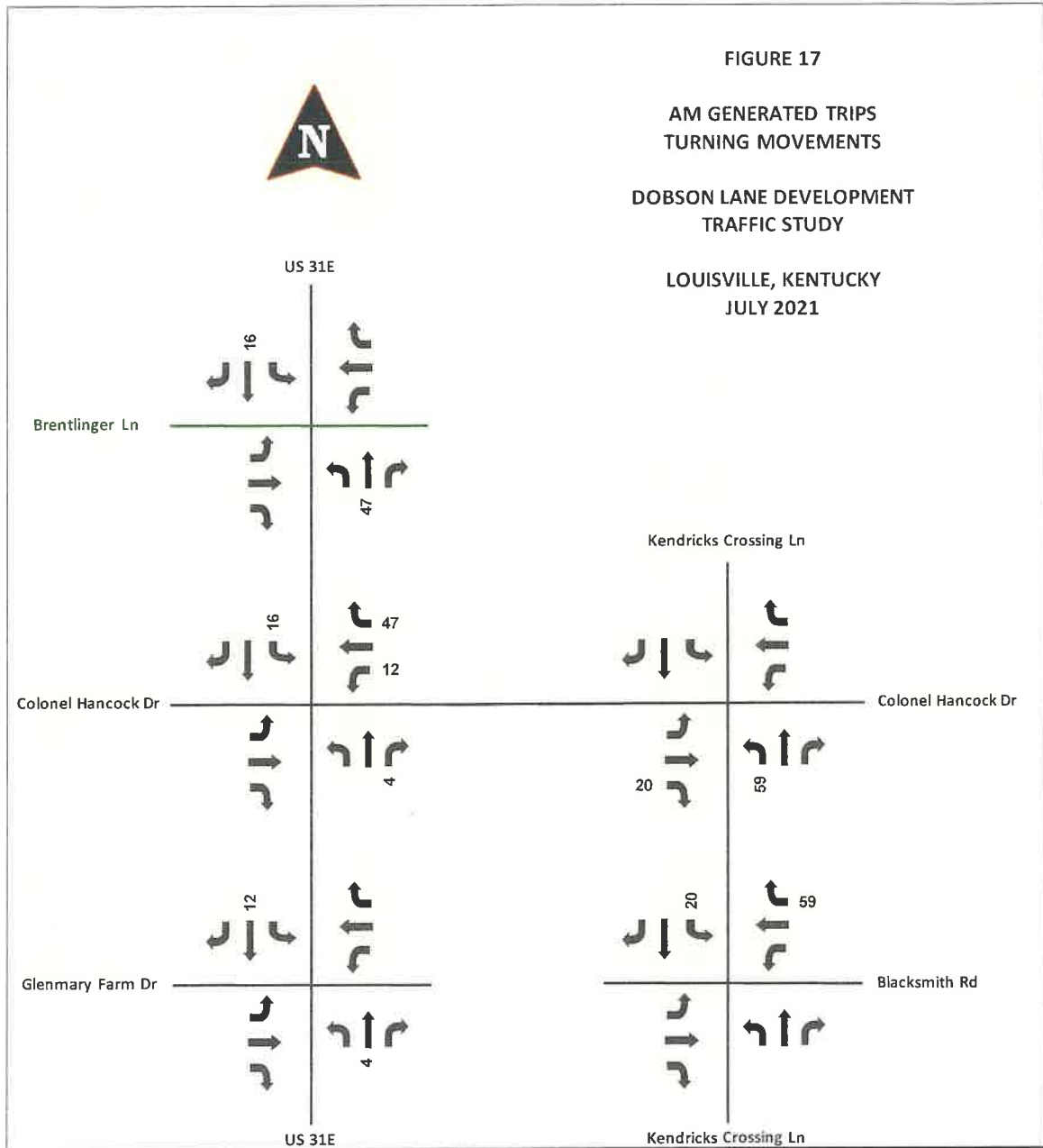


Figure 17. AM Trip Generated Distribution

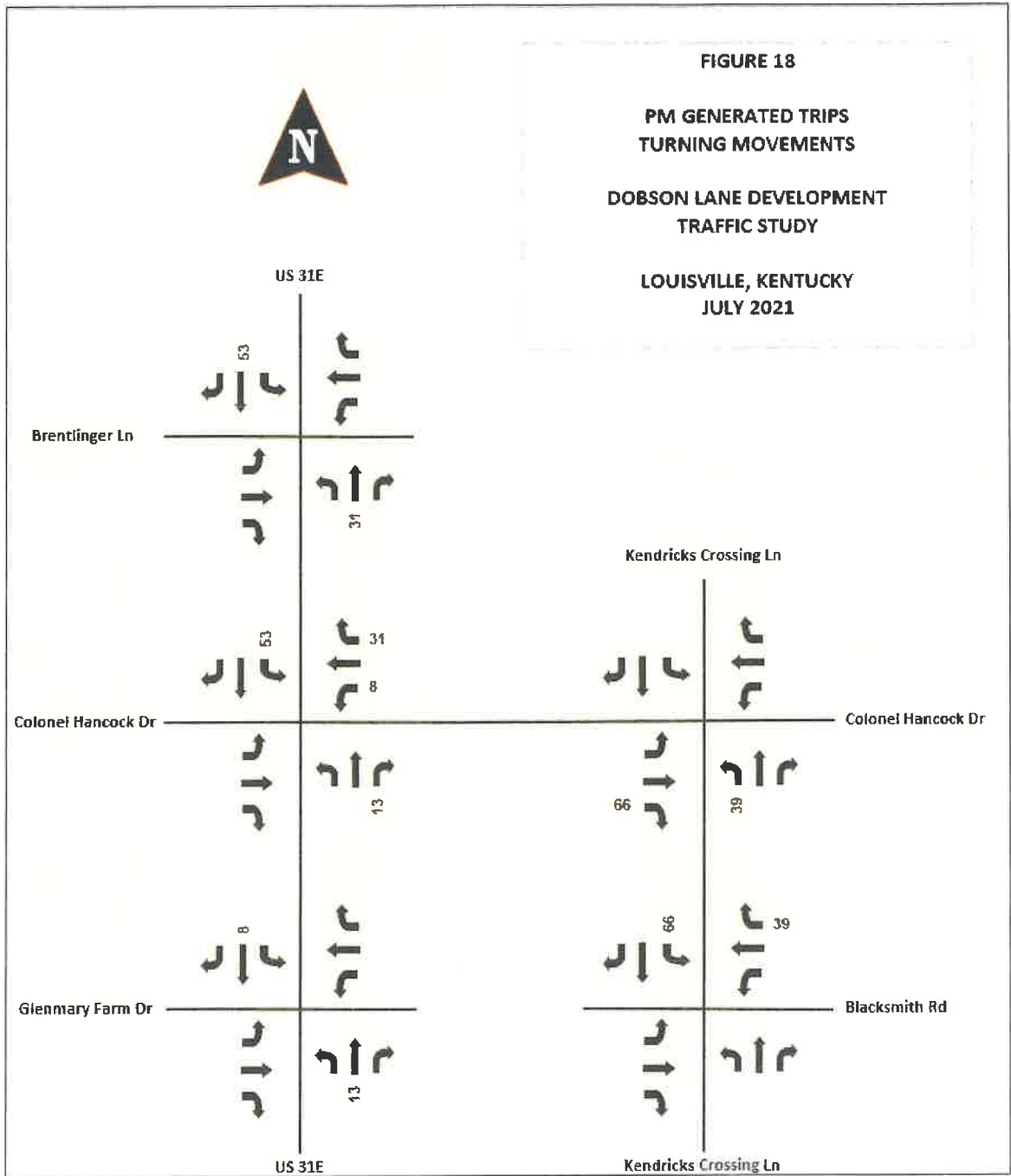


Figure 18. PM Trip Generated Distribution

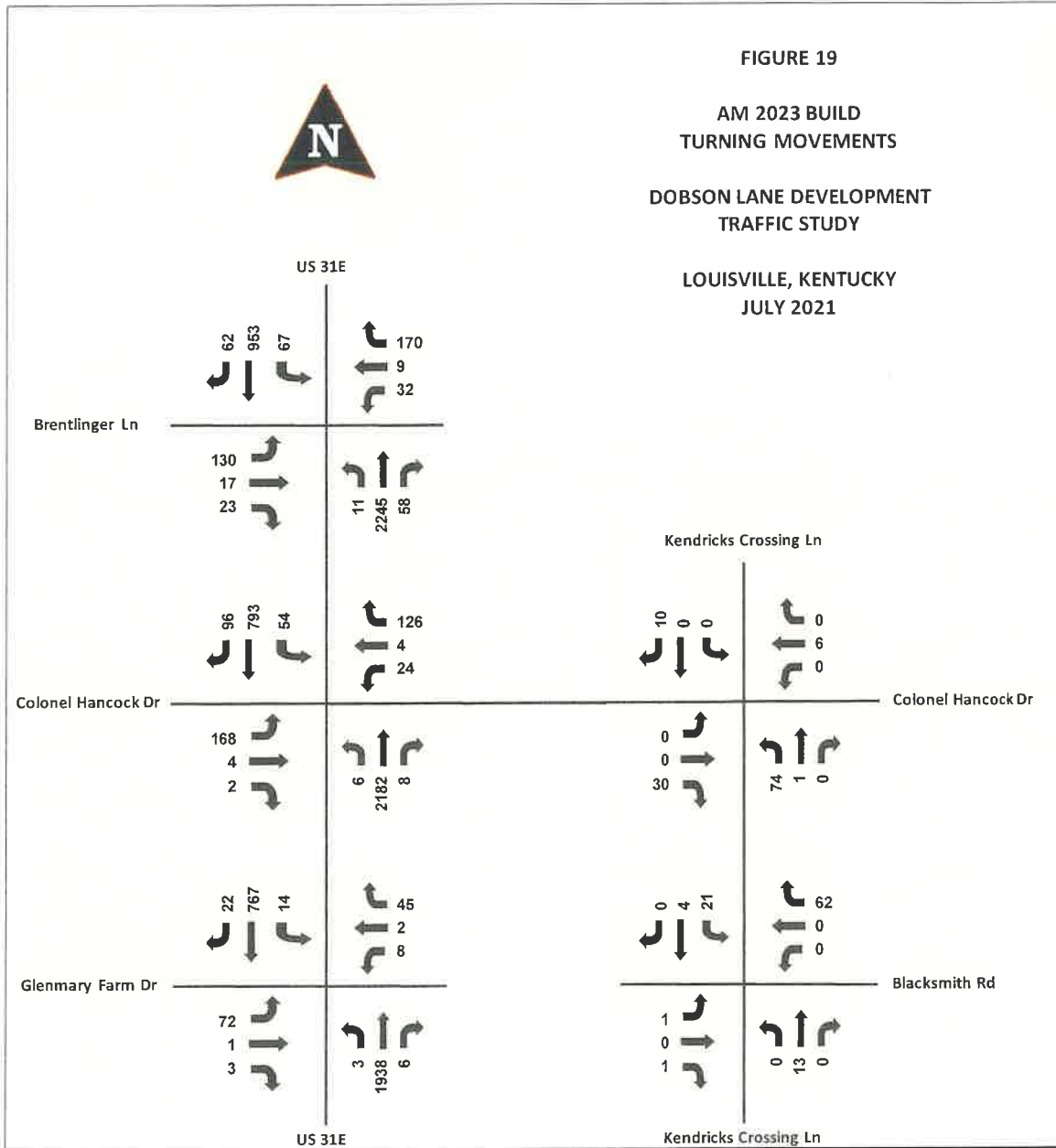


Figure 19. 2023 AM Build Turning Movements

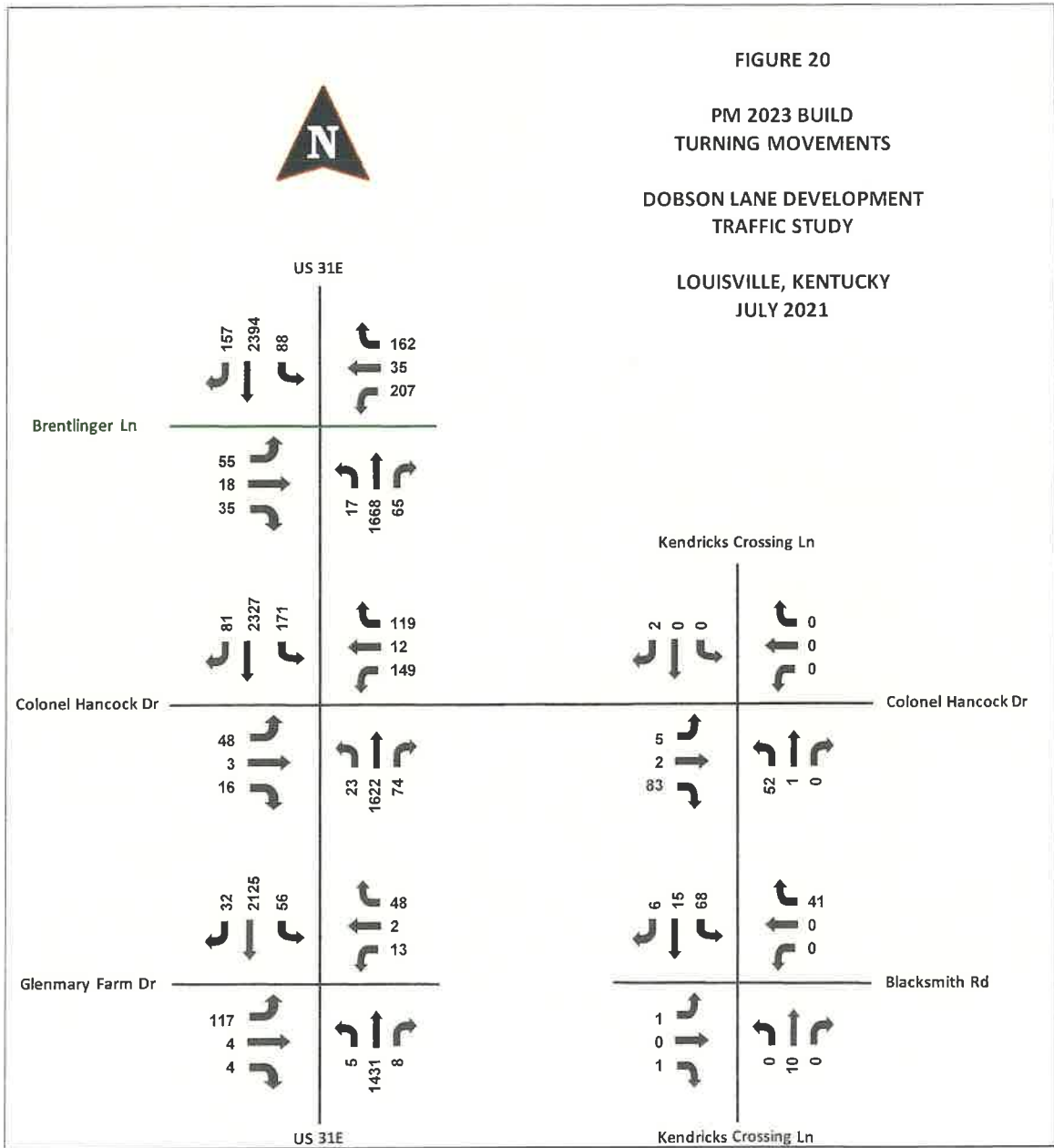


Figure 20. 2023 PM Build Turning Movements

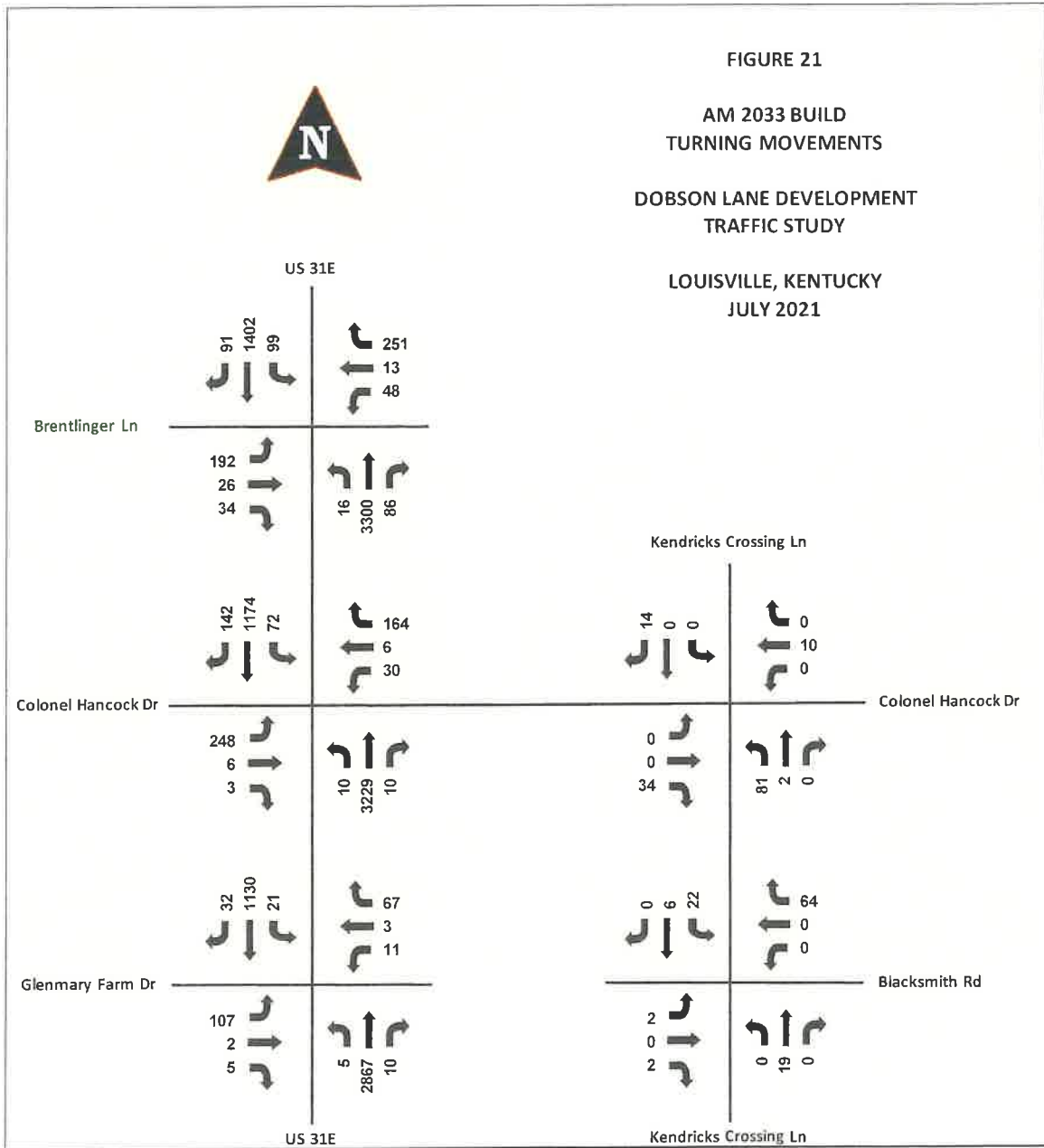


Figure 21. 2033 AM Build Turning Movements

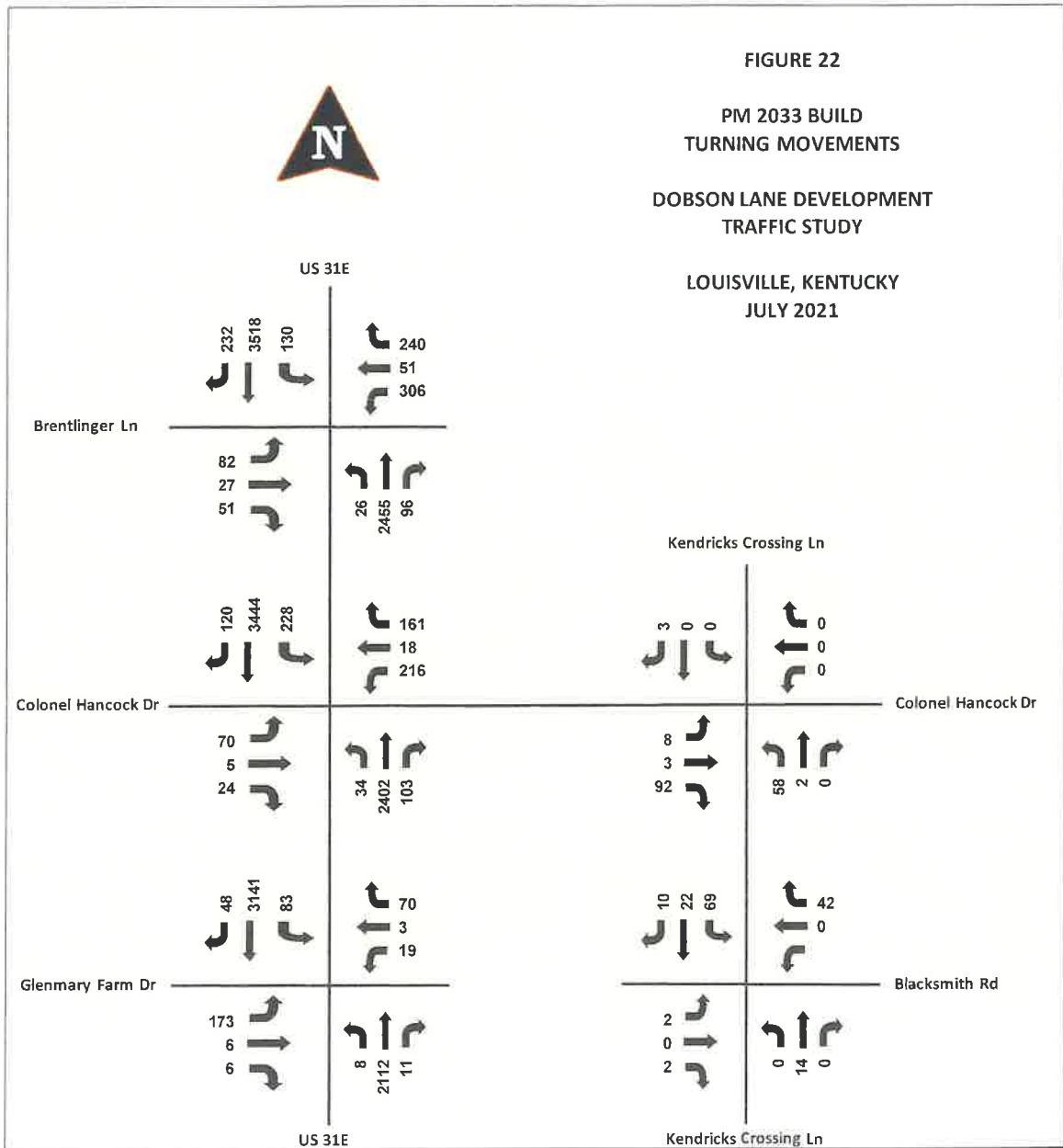


Figure 22. 2033 AM Build Turning Movements

CAPACITY ANALYSIS/ LEVEL OF SERVICE

Level of service (LOS) is a term that is commonly used to evaluate roadway functions. Level of service is defined as a qualitative measure of operational conditions and the perception of these conditions by motorists. These conditions are usually defined in terms of factors such as speed and travel time, maneuverability, delay, and safety. There are six levels of service, which are designated by the letter's "A" through "F." Level of service "A" represents the best operating conditions, while level of service "F" defines the worst.

The methodology used to analyze the capacity and level of service was based on standard traffic engineering procedures outlined in the *Highway Capacity Manual (HCM) 2010*. The analysis was performed using the latest version of the Highway Capacity software. The procedure considers traffic and geometric conditions of the facility, such as traffic volumes, percent of large vehicles, design speed, lane and shoulder widths, grades, and directional distributions to determine the LOS.

Delay is a critical performance measure on interrupted-flow facilities. Delay is measured as the time a vehicle is slowed by a signalized or stop-controlled intersection compared to the average travel time of a vehicle if it were unimpeded by the intersection. Delay includes the time a vehicle decelerates approaching the intersection and accelerating as it leaves the intersection. Although the definition of delay is the same for both signalized and stop-controlled intersections, the thresholds used to determine LOS differ. LOS thresholds for signalized and unsignalized intersections are summarized below in.

Table 1. LOS Thresholds

LOS Threshold for Signalized Intersections		
Delay (sec)	LOS	Description
1-10	A	Free Flow
10-20	B	Reasonable Unimpeded Flow
20-35	C	Stable Operation
35-55	D	*Approaching Unstable Flow
55-80	E	Unstable Flow
>80	F	Congested Flow
LOS Threshold for Unsignalized Intersections		
Delay (sec)	LOS	Description
1-10	A	Free Flow
10-15	B	Reasonable Unimpeded Flow
15-25	C	Stable Operation
25-35	D	*Approaching Unstable Flow
35-50	E	Unstable Flow
>50	F	Congested Flow

* LOS D is generally acceptable in an urban environment.







LEVEL OF SERVICE	DESCRIPTION
A	 <ul style="list-style-type: none"> Average Travel Speed Free traffic flow with few restrictions on maneuverability or speed. <p>NO DELAYS</p>
B	 <ul style="list-style-type: none"> Stable traffic flow Speed becoming slightly restricted. Low restriction on maneuverability <p>NO DELAYS</p>
C	 <ul style="list-style-type: none"> Stable traffic flow, but less freedom to select speed, change lanes or pass <p>MINIMAL DELAYS</p>
D	 <ul style="list-style-type: none"> Traffic flow becoming unstable Speeds subject to sudden change. Passing is difficult. <p>MODERATE DELAYS</p>
E	 <ul style="list-style-type: none"> Unstable traffic flow. Speeds change quickly and maneuverability is low. <p>SIGNIFICANT DELAYS</p>
F	 <ul style="list-style-type: none"> Heavily congested traffic. Demand exceeds capacity and speeds vary greatly. <p>SIGNIFICANT DELAYS</p>

Figure 23. Level of Service Descriptions

Capacity analyses were performed for all study area intersections for both the AM and PM peak hours for each of the existing, no build, and build scenarios. Highway Capacity Software 7 was used to analyze all study area intersections. The capacity analyses included a comparison, expressed as a volume to capacity (v/c) ratio, of the traffic volume to the operating capacity of the road based on its characteristics (number of lanes, shoulder width, grades, etc.). The v/c ratio ranges from zero (0) to 1.0, defined as follows:

- **v/c = 0:** the flow rate is zero—this is the starting point for the comparison.
- **v/c = 0– 0.999:** the volume of traffic is less than the road's capacity to handle it.
- **v/c = 1.0:** the flow rate equals the roadway's capacity, i.e., the road is approaching the limits of its ability (capacity) to handle the traffic volume.
- **v/c = > 1.0:** the traffic volume exceeds the road's capacity, producing unacceptable delays and LOS "F."

The resulting delay values, Level of Service (LOS), and v/c ratios produced by the HCS analysis for the existing conditions, 2023 (build-out year) no-build and build, and 2033 (build-out + 10 years growth) no-build and build scenarios are shown in the following tables.

BLACKSMITH ROAD & KENDRICKS CROSSING LANE

Table 2 lists the resulting capacity data for the Blacksmith Road and Kendrick Crossing Lane intersection. No movement at this intersection would change in LOS between the no build and build scenarios.

Table 2. Blacksmith Rd. & Kendricks Crossing Ln. Capacity Analysis Results

Movement	Time Period	v/c Ratio				Delay (s/veh)				Level of Service							
		Existing	2023 No Build	2023 Build	2033 No Build	Existing	2023 No Build	2023 Build	2033 No Build	Existing	2023 No Build	2023 Build	2033 No Build				
Eastbound, left, thru, right	AM	0.00	0.00	0.00	0.00	8.5	8.5	8.8	8.6	8.5	8.5	8.8	8.6	A	A	A	A
	PM	0.00	0.00	0.00	0.00	8.6	8.6	9.3	8.7	8.6	8.6	9.3	8.7	A	A	A	A
Westbound left, thru, right	AM	0.00	0.00	0.06	0.01	8.4	8.4	8.6	8.4	8.4	8.4	8.6	8.4	A	A	A	A
	PM	0.00	0.00	0.04	0.00	8.4	8.4	8.5	8.4	8.4	8.4	8.5	8.4	A	A	A	A
Northbound left, thru, right	AM	0.00	0.00	0.00	0.00	7.2	7.2	7.3	7.2	7.2	7.2	7.3	7.2	A	A	A	A
	PM	0.00	0.00	0.00	0.00	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	A	A	A	A
Southbound left, thru, right	AM	0.00	0.00	0.00	0.00	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	A	A	A	A
	PM	0.00	0.00	0.05	0.00	7.2	7.3	7.4	7.3	7.2	7.3	7.4	7.3	A	A	A	A

COLONEL HANCOCK DRIVE & KENDRICKS CROSSING LANE

Table 3 lists the resulting capacity data for the Colonel Hancock Drive and Kendrick Crossing Lane intersection. No movement at this intersection would change in LOS between the no build and build scenarios.

Table 3. Colonel Hancock Dr. & Kendricks Crossing Ln. Capacity Analysis Results

Movement	Time Period	v/c Ratio				Delay (s/veh)				Level of Service			
		Existing	2023 No Build	2023 Build	2023 No Build	Existing	2023 No Build	2023 Build	2023 No Build	Existing	2023 No Build	2023 Build	2023 No Build
Eastbound, left, thru, right	AM	0.00	0.00	0.00	0.00	7.2	7.2	7.2	7.2	A	A	A	A
	PM	0.00	0.00	0.01	0.01	7.3	7.3	7.3	7.3	A	A	A	A
Westbound left, thru, right	AM	0.00	0.00	0.00	0.00	7.2	7.3	7.3	7.3	A	A	A	A
	PM	0.00	0.00	0.00	0.00	7.3	7.4	7.3	7.5	A	A	A	A
Northbound left, thru, right	AM	0.02	0.02	0.09	0.03	8.7	8.8	9.1	8.9	A	A	A	A
	PM	0.01	0.02	0.06	0.02	8.8	8.8	9.2	8.9	A	A	A	A
Southbound left, thru, right	AM	0.01	0.01	0.01	0.01	8.4	8.4	8.4	8.4	A	A	A	A
	PM	0.00	0.00	0.00	0.00	8.4	8.4	8.4	8.4	A	A	A	A

ARDSTOWN ROAD & GLENMARRY FARM DRIVE

Table 4 lists the resulting capacity data for the Bardstown Road and Glenmary Farm Drive intersection. One movement at this intersection would change in LOS between the 2033 no build and build scenarios. The Southbound left movement would change from a LOS D to an LOS E in the PM peak hour.

Table 4. Bardstown Rd. & Glenmary Farm Dr. Intersection Capacity Analysis Results

Movement	Time Period	v/c Ratio				Delay (s/veh)				Level of Service					
		Existing	2023 No Build	2033 No Build	2033 Build	Existing	2023 No Build	2023 Build	2033 No Build	2023 No Build	2023 Build	2033 No Build	2033 Build		
Eastbound, left/thru/right	AM	0.745	0.602	0.696	0.696	100.5	82.7	82.7	80.1	80.1	80.1	80.1	F	F	F
	PM	0.586	0.760	1.003	1.003	83.1	99.7	99.7	101	101	101	101	F	F	F
Westbound, left/thru	AM	0.089	0.078	0.084	0.084	92.4	78.3	78.3	73.7	73.7	73.7	73.7	F	E	E
	PM	0.073	0.090	0.118	0.118	78.9	91.1	91.1	88.4	88.4	88.4	88.4	E	F	F
Westbound, right	AM	0.313	0.448	0.471	0.471	94.4	80.4	80.4	76.6	76.6	76.6	76.6	F	F	E
	PM	0.443	0.319	0.405	0.405	80.9	93.7	93.7	91.5	91.5	91.5	91.5	F	F	F
Northbound, left	AM	0.041	0.006	0.016	0.017	14.4	4	4	6.2	6.2	6.2	6.2	B	A	A
	PM	0.006	0.051	0.180	0.180	3.8	20.7	20.9	71	71	71	71	A	C	E
Northbound, thru	AM	0.498	0.722	1.116	1.118	8.7	9	9.1	21.6	21.6	21.6	21.6	A	B	F
	PM	0.664	0.543	0.820	0.825	7.8	9.8	9.9	17.2	17.4	17.4	17.4	B	B	C
Northbound, right	AM	0.498	0.723	1.118	1.119	8.7	9	9.1	21.6	21.6	21.6	21.6	A	B	F
	PM	0.665	0.544	0.822	0.827	7.8	9.8	9.9	17.3	17.5	17.5	17.5	B	B	C
Southbound, left	AM	0.185	0.093	0.312	0.312	7	10.9	11	56.4	56.4	56.4	56.4	A	B	E
	PM	0.074	0.225	0.705	0.715	8.2	8.5	8.6	44.9	46.1	46.1	46.1	A	A	D
Southbound, thru	AM	0.735	0.287	0.442	0.446	11.1	4.5	4.5	7.1	7.1	7.1	7.1	B	A	A
	PM	0.264	0.802	1.216	1.219	4.2	13.5	13.5	25.6	25.6	25.6	25.6	A	B	F
Southbound, right	AM	0.264	0.287	0.442	0.446	11.2	4.5	4.5	7.1	7.1	7.1	7.1	B	A	A
	PM	0.264	0.807	1.222	1.226	4.2	13.6	13.7	25.6	25.6	25.6	25.6	A	B	F
Total Intersection	AM					17.1	13.4	13.5	63.5	63.8	63.8	63.8	B	B	E
	PM					12.1	19.9	19.9	89.8	90.6	90.6	90.6	B	B	F

BARDSTOWN ROAD & COLONEL HANCOCK DRIVE

Table 5 lists the resulting capacity data for the Bardstown Road and Colonel Hancock Drive intersection. One movement at this intersection would change in LOS between the 2023 no build and build scenarios. The Southbound left movement would change from a LOS D to an LOS E in the AM and PM peak hour. One movement at this intersection would change in LOS between the 2023 no build and build scenarios. The Southbound right movement would change from a LOS B to an LOS C in the AM peak hour. The overall Intersection LOS would change from a LOS D to a LOS E in the 2023 Build AM Peak scenario.

Table 5. Bardstown Rd. & Colonel Hancock Dr. Intersection Capacity Analysis Results

Movement	Time Period	v/c Ratio			Delay (s/veh)			Level of Service					
		Existing	2023 No Build	2023 Build	Existing	2023 No Build	2023 Build	Existing	2023 No Build	2023 Build			
Eastbound, left/thru/right	AM	0.881	0.888	0.931	0.931	78.7	78	78.7	73.7	73.7	F	F	F
	PM	0.815	0.822	0.863	0.862	106.1	105.7	103.2	103.2	103.2	F	F	F
Westbound, left/thru	AM	0.144	0.144	0.154	0.167	79.7	73.9	74.8	69.9	69.9	F	E	E
	PM	0.864	0.870	0.870	0.901	99.7	98.1	93.6	92.9	92.9	F	F	F
Westbound, right	AM	0.799	0.808	0.853	0.885	83.2	79.5	80.2	77.2	77.2	F	F	F
	PM	0.560	0.565	0.585	0.699	96.5	96.4	88.6	89.5	89.5	F	F	F
Northbound, left	AM	0.015	0.017	0.055	0.062	11.4	15.1	22	25.8	25.8	B	B	C
	PM	0.271	0.397	0.549	0.549	49.6	60.8	55.4	54.8	54.8	D	E	E
Northbound, thru	AM	0.910	1.005	1.068	1.829	27	32.7	35.9	39.8	43.3	D	F	F
	PM	0.652	0.719	0.754	1.317	18.6	21.8	25.9	50.2	53.4	C	C	F
Northbound, right	AM	0.911	1.006	1.069	1.831	27	32.7	35.9	39.8	43.3	D	F	F
	PM	0.657	0.726	0.764	1.417	18.7	22	26.3	50.2	53.4	C	C	F
Southbound, left	AM	0.357	0.498	0.702	0.797	39.5	47.1	45.4	44.1	43.8	D	D	E
	PM	0.551	0.689	0.895	0.916	21.2	31.7	50.7	85.8	86.9	C	D	F
Southbound, thru	AM	0.339	0.373	0.394	0.669	13	14.3	17.2	25.7	29.8	B	B	C
	PM	0.926	0.019	1.026	1.687	27.1	33.4	34	41.2	41.9	C	F	F
Southbound, right	AM	0.092	0.102	0.107	0.182	10.7	11.6	14	18.2	21.1	B	B	C
	PM	0.073	0.080	0.131	0.132	9.7	10.5	10.9	16.5	17	A	B	B
Total Intersection	AM					36.6	50.9	66.9	246.5	285.5	D	E	F
	PM					34.3	47.5	52.3	263.9	280.5	C	D	F

ARDSTOWN ROAD & BRENTLINGER LANE

Table 6 lists the resulting capacity data for the Bardstown Road and Brentlinger Lane intersection. One movement at this intersection would change in LOS between the 2023 no build and build scenarios. The Southbound left movement would change from a LOS B to an LOS C in the PM peak hour.

Table 6. Bardstown Rd. & Brentlinger Ln. Intersection Capacity Analysis Results

Movement	Time Period	v/c Ratio				Delay (s/veh)				Level of Service			
		Existing	2023 No Build	2023 Build	2033 No Build	Existing	2023 No Build	2023 Build	2033 No Build	Existing	2023 No Build	2023 Build	2033 No Build
Eastbound, left	AM	0.607	0.623	0.623	0.708	77.0	76.3	76.3	72.0	F	F	F	E
	PM	0.224	0.244	0.244	0.386	85.0	85.5	85.5	89.1	F	F	F	F
Eastbound, thru/right	AM	0.187	0.189	0.189	0.206	71.3	70.0	70.0	63.2	E	E	E	E
	PM	0.186	0.201	0.201	0.295	81.3	81.5	81.5	82.9	F	F	F	F
Westbound, left	AM	0.175	0.177	0.177	0.210	74.6	73.5	73.5	68.2	E	E	E	E
	PM	0.907	1.000	1.000	1.654	98.1	99.7	99.7	101.2	F	F	F	F
Westbound, thru	AM	0.037	0.039	0.039	0.040	70.0	68.6	68.6	61.4	E	E	E	E
	PM	0.108	0.119	0.119	0.173	80.3	80.4	80.4	81.2	F	F	F	F
Westbound, right	AM	0.849	0.858	0.858	0.922	77.6	76.8	76.8	72.8	F	F	F	F
	PM	0.600	0.648	0.648	0.960	87.4	88.2	88.2	93.5	F	F	F	F
Northbound, left	AM	0.023	0.028	0.028	0.072	6.1	6.7	6.7	12.6	A	A	A	B
	PM	0.180	0.252	0.275	0.418	38.7	60.1	65.2	62.6	D	E	E	E
Northbound, thru	AM	0.792	0.867	0.886	1.399	14.5	17.5	18.25	29.4	B	C	C	F
	PM	0.603	0.654	0.666	1.029	15.0	16.2	16.4	35.8	B	B	B	F
Northbound, right	AM	0.047	0.051	0.051	0.083	6.2	6.6	6.6	10.2	A	A	A	B
	PM	0.054	0.058	0.058	0.092	8.8	8.9	8.9	12.1	A	A	A	B
Southbound, left	AM	0.397	0.522	0.550	0.932	23.0	38.3	38.3	64.6	C	D	D	F
	PM	0.346	0.425	0.439	0.887	14.3	17.5	18.4	89.4	B	B	C	F
Southbound, thru	AM	0.339	0.372	0.377	0.589	7.1	7.9	7.9	14.0	A	A	A	B
	PM	0.866	0.938	0.957	1.394	21.8	25.5	26.8	30.3	C	D	D	F
Southbound, right	AM	0.339	0.372	0.377	0.593	7.1	7.9	7.9	14.1	A	A	A	B
	PM	0.866	0.959	0.979	1.426	22.7	26.9	28.2	30.3	C	D	D	F
Total Intersection	AM					21.4	24.8	25.6	141.0	C	C	C	F
	PM					33.1	40.6	42.8	162.4	C	D	D	F

CONCLUSIONS

The expected added traffic produced after the construction of the Dobson Lane Development would be relatively light, up to 105 additional vehicle trips during the peak hour, but these trips would affect the future Level on Service ratings on multiple nearby intersections.

- The Southbound left movement at the Bardstown Road and Brentlinger Lane intersection would change from a LOS B to an LOS C in the PM peak hour. This change reflects a minor increase in delay is considered acceptable.
- The Southbound left movement at the Bardstown Road and Glenmary Farm Drive intersection would change from a LOS D to an LOS E in the 2033 PM peak hour. As described in **Figure 23**, LOS E is indicative of significant delays and often is considered unacceptable.
- The Southbound left movement at the Bardstown Road and Colonel Hancock Drive intersection would change from a LOS D to an LOS E in the 2023 AM and PM peak hour. As described in **Figure 23**, LOS E is indicative of significant delays and often is considered unacceptable.
- The Southbound right movement at the Bardstown Road and Colonel Hancock Drive intersection would change from a LOS B to an LOS C in the 2033 AM peak hour. This change reflects a minor increase in delay is considered acceptable.
- The overall Intersection LOS at the Bardstown Road and Colonel Hancock Drive intersection would change from a LOS D to a LOS E in the 2023 Build AM Peak scenario. As described in **Figure 23**, LOS E is indicative of significant delays and often is considered unacceptable.

As presented in **Table I** and **Figure 23** on pages 26-27, LOS D is considered acceptable in urban areas (described as “Approaching Unstable Flow”) and LOS E is described as Unstable Flow for signalized intersection, and is generally considered unacceptable. LOS E has low maneuverability with leads to increased driver frustration, increased risk, and a contributing factor to increased safety concerns.

9



Groundbreaking by Design.

Traffic Engineering Services

AUGUST 2021



QK4, Inc.

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Our quality driven and personalized approach for each project helps ensure on-time and on-budget delivery for every client. As a multi-disciplinary firm we provide an array of services to both the public and private sectors.



Transportation and Traffic Engineering



Structural Engineering



Water and Wastewater Engineering



Site Engineering & Development



Construction Engineering Inspection



Planning & Environmental Services



Surveying Services



Land Acquisition



Native American Services



Transportation and Traffic Engineering

We believe the relationships we have with our clients, working in partnership with them to identify their specific needs and goals for the successful completion of their projects, is our highest priority. We look for ways to refine our solutions, thereby ensuring that—from design intent to constructability—our solutions continue to meet the needs of the project and client.

We have established an excellent reputation with the various regulatory and permitting agencies involved with approvals required for advancing a project to completion; and we have a proven record of providing both leadership and resources needed to successfully deliver projects on the most challenging of schedules.

- Traffic Services
- Roadway Design
- Bridge Design
- Construction Management
- Surveying Services
- Land Acquisition



Traffic Engineering Services

Traffic engineering services are core component of Qk4. We offer expertise in Travel Demand Modeling (macro analyses), Traffic Visualization modeling (micro simulation modeling), Traffic Impacts Studies, traffic signal design and timing, traffic analyses and forecasting for a variety of clients. From statewide modeling to intersection delays, our team of traffic engineers supplement and inform our design efforts. Qk4 owns an extensive amount of traffic data collection equipment to obtain travel time, original/designation data, turning movement and vehicle classification data, and speed data to ensure our projects model and analyze current conditions.

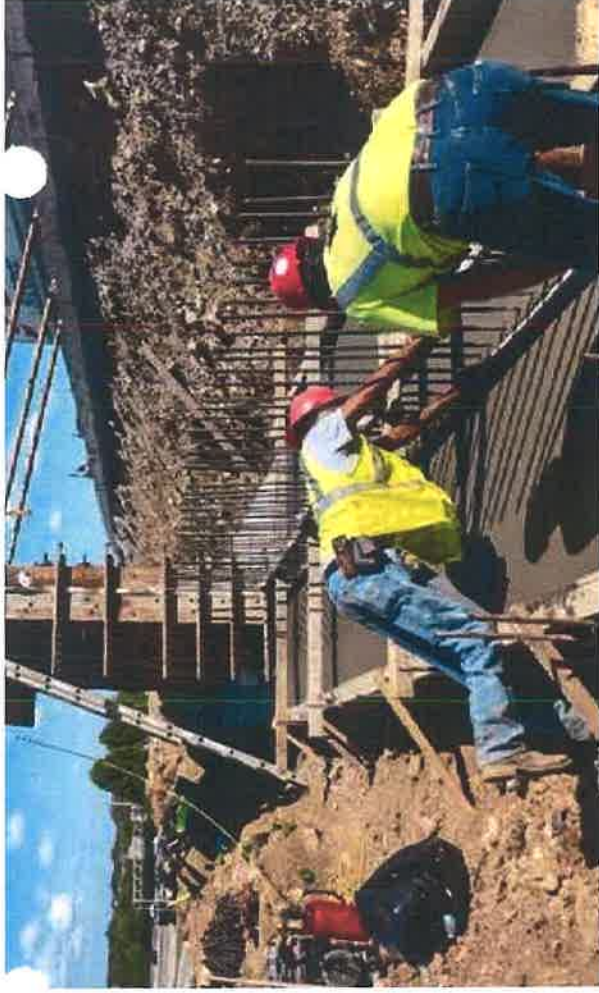
We perform all facets of traffic engineering and have used our technical expertise in assisting both our public and private clients in moving vehicles from place to place as efficiently and safely as possible.

Using Miovision traffic camera devices, we have collected under conditions ranging from low volume rural roadways to major urban interstates. Our traffic forecasting has been performed for highway projects as well as small

area planning studies. Forecasting complexity ranges from simply calculating and applying growth rates, to analyzing a new bypass or interchange using TransCAD.

Our Traffic Services include:

- Data collection
- Capacity analysis
- Parking studies
- Origin-destination studies
- Sign and marking plans
- Traffic modeling
- Corridor and alignment studies
- Traffic management plans
- Traffic impact studies
- Traffic counting
- Traffic forecasting



Structural Engineering

Our dynamic staff is experienced with Bridge Replacements, Bridge Rehabilitations, Historic Bridge Rehabilitations, Superstructure Replacements, Inventory Screenings, Railroad Bridges, Overpasses, Interchanges, Flood Relief Structures, Pedestrian Facilities, and beyond. Bridges and their focal role as the country faces infrastructure challenges, is a service area continually morphing to provide the safest, strongest, and most cost-effective solutions for bridge owners and the traveling public. Bridge structures can be simple geometric elements or multi-dimensional mazes accommodating large highway interchanges, thus our examination of project challenges utilizes systematic identification and analytical procedures, effectively establishing the materials, type, size, and load capacity to meet the owner's purpose and need.

Beyond the planning and design capabilities of our team, we help our clients identify and secure funds needed to deliver their bridge programs, extend the lifespan of inventoried bridges, and minimize the maintenance needs at each structure.

Construction Engineering Inspection

For more than a decade, the inclusion of qualified Construction Engineering and Inspection services has become a requirement for all projects utilizing state or federal funding. Since this time, we have been leading the local engineering community in the provision of these services. The core of our experience has been work on interstate highway, bridge, and urban construction projects. We have a proven quality control process implemented at multiple project stages. Our experienced design engineers and inspectors team to analyze each phase and the work elements of the construction process. This process ensures plan quality, and it has helped us realize the goal of minimizing contractor change orders, because nobody likes surprises.



Planning and Environmental Services

Transportation Planning and NEPA (the National Environmental Policy Act) present serious challenges that lead to decisions that last for generations. Getting it right means getting on with major projects that improve the quality of life. Qk4 is consistently called upon to undertake the tough projects and our experience has taught us the importance of taking seriously the responsibility that accompanies the execution of the NEPA and planning process. Our successes highlight our ability to help you make the best decisions and advance your project toward construction.

NEPA-related tasks range from the Minor Categorical Exclusions (CEs) to the extensive Environmental Impact Statement/Records of Decision (EIS/ROD) documentation. Our experience positions us to be equipped in successfully delivering federal approvals and funds. Our clients identify and secure funds needed to deliver their bridge programs, extend the lifespan of inventoried bridges, and minimize the maintenance needs at each structure.



Surveying Services

We utilize new survey technology to gather information in ways that will increase production, improve precision and enhance presentation of our surveys. Advances in GIS reference data, 3D terrestrial laser scanning, ground penetrating radar, and LiDAR mapping have given our land surveyors opportunities to collect usable data faster, more precise and at a greater volume than ever before.

Qk4 also has the capability to provide both high resolution color aerial imagery quickly and efficiently at a resolution less than 1" per pixel. These images then can be compiled to create a Digital Surface Model (DSM) of the ground, buildings, and roads. The information collected can be tailored to the specific season of the year or at particular intervals for monitoring construction phases throughout a project. You are no longer at the mercy of the previous aerial imagery online.



Water and Wastewater Engineering

We can plan and design facilities to treat, store, and distribute potable water using either surface or ground water resources. Potable water services include master planning, computerized simulation and optimization, and the development of transmission and distribution systems, storage tanks, pump stations, raw water lines, reservoirs and treatment plants. Our staff handles all phases of water projects from initial planning through easement acquisition to design and construction inspection. The scope of these projects has ranged from regional programs to relatively small water line extensions.

We have planned and designed numerous wastewater collection and treatment systems for municipalities, public service districts, private residential/mixed-use developments, and industries throughout the United States. This background includes new facilities of varying magnitude, as well as system expansion and cost-effective rehabilitation of existing systems. We offer planning, management, permitting, design, construction supervision and operational technical assistance.

Our expertise in drainage/stormwater design ensures workable solutions to drainage problems in urban and suburban areas.

Site Engineering and Development

Successful and sustainable site engineering is based on the knowledge and application of detailed design systems which are defined by the specific land use and environmental conditions present. Qk4 offers a complete understanding of these varied land use development systems:

- Parks and Recreation Design
- Industrial Development
- Commercial Development
- Institutional Development
- Landscape and Streetscape Design

Key to success is the application of safe, functional and proven solutions, with a complementary focus on creative designs and unique end results.



Land Acquisition Services

We offer land acquisition and relocation assistance services with a vast knowledge of the acquisition and relocation process for all types of properties. For many projects, acquiring right-of-way creates risk to construction schedules. A key factor to our success in reducing or eliminating those risks, is our ability to communicate effectively and efficiently with property owners.

Keeping critical path items moving and taking proactive steps to prevent needless delays is our strength. We balance scheduling your needs and project costs to assure that the acquisition of the land is a success.

We understand the importance of careful documentation, consistency and sensitivity in the land acquisition process. Our experience covers all phases of the process for acquiring residential, industrial, commercial, institutional, and rural or agricultural properties. We conduct right of way acquisition and relocations in conformity with the Uniform Act.



Native American Services

Native American communities are steeped in sacred practices and spiritual traditions. All too often, the design of new facilities is neither sensitive to the sacred nor reflective of the traditional. As a result, many Native American community members may feel uncomfortable with and lack trust in the non-traditional services provided by these facilities.

Qk4 works closely with the elders, spiritual leaders, and interested citizens to design culturally appropriate projects with particular respect to religious and sacred grounds. Creating a contemporary, sustainable atmosphere while imbuing the design with spirit and life, based on century's old cultural foundation is our goal. We have performed this challenging task for numerous Tribes throughout the United States.

Our staff works closely with tribal leaders, tribal elders, and interested community groups and individuals to ensure the Tribe's cultural and environmental integrity remains in the forefront of the planning process.

Office Locations

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502-585-2222

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Building B, 1st Floor
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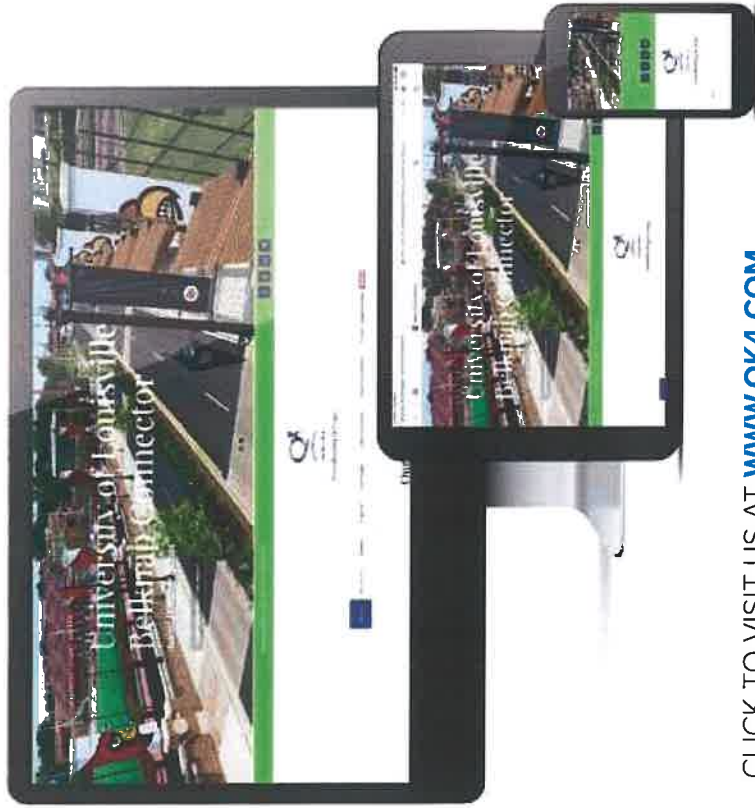
2999 W. Lincoln Trail
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Radcliff, Kentucky 40160

1727 Sweeney Street
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350 Missouri Avenue
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145 Technology Parkway NW
Suite 210
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101 Sherlake Lane
Suite 105
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Louisville Metro Council

Robin J. Engel
District 22 Councilman

Jared M. Townes
Legislative Assistant

August 4th, 2021

Louisville Metro Planning Commission
444 S. 5th Street
Louisville, KY 40202

Subject: 8000 Dobson Lane

Dear members of the Planning Commission,

I am writing to you today requesting that you re-examine the use of Dobson Lane as a connection to proposed development 21-RSUB-0007 (8000 Dobson Lane). To be clear I am asking that the Planning Commission require the use of Dobson Lane for construction and its eventual utilization as a connection to Brentlinger Lane. I have examined this case and listened to the input of residents neighboring this development. This connection would bring many benefits to the area.

Additional connection on Dobson Lane would improve traffic connectivity in the region enabling new residents to utilize both Bardstown Road and Billtown Road to travel North. The Glenmary Neighborhood is a large neighborhood with around 900 homes. This neighborhood has three major connections, to Bardstown Road, which is already struggling to accommodate its currently traffic volume. Adding 103 new homes brings this number to 1,000. I would think adding the Dobson connection to Brentlinger Lane would help to divert traffic.

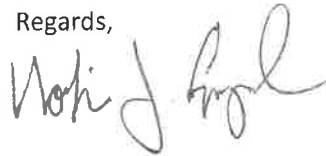
We would just need 6 feet and many of the properties along Dobson lane are large properties of several acres. Widening Dobson Lane should be achievable option. We would need to acquire land along the street to widen the road. Presently, Dobson Lane is 12 feet in width, this is not up to code, the code requires 18 feet in width. If construction traffic is routed through Blacksmith Lane, hundreds of residents will be impacted by the daily construction traffic traveling from Colonel Hancock to Blacksmith Lane (1.3 mil) to enter this site in comparison to around 20 properties along Dobson Lane (.5 mil).

I am connecting State Representative Kevin Bratcher to this letter. In case the state may have funds that could be used to assist Metro in widening Dobson Lane. I would like to explore on this and all other opportunities before closing the door on a Dobson Lane connection.

Dobson Lane is currently going to be used as a fire emergency entrance, with a gate installed to only permit access to the Fire Department. I would ask if Dobson Lane is able to accommodate an emergency vehicle can it also accommodate construction equipment. Even if it was only for one-way entrance or exit. I would also recommend that bringing Dobson Lane up to code and connecting it to the new subdivision would enable faster emergency responses than asking the fire department to open and close a gate.

In closing, I thank you for hearing my concerns, I ask that you please consider using Dobson Lane as a construction entrance and a future connection for these neighborhoods. So that this development can help to improve the area and support our focus on better infrastructure rather than contributing to a worsening of conditions.

Regards,

A handwritten signature in black ink, appearing to read "Robin J. Engel". The signature is fluid and cursive, written over the printed name below.

Robin J. Engel
Councilman District 22

Attachments

CC:

Dante St. Germaine, Case Manager
444 S. 5th Street
Louisville, KY 40202

Kevin Bratcher, Kentucky State Representative
702 Capital Ave.
Annex Room 402
Frankfort, KY 40601

Robert Thompson, Glenmary HOA President
10303 Colonel Hancock Dr.
Louisville, KY 40291