

**DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS**

FOR

ARBOR WOODS SUBDIVISION

(herein the "Subdivision")

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR ARBOR WOODS SUBDIVISION (the "Declaration") is made and entered into as of the 3rd day of February, 2023, by BALL HOMES, LLC, a Kentucky limited liability company, whose principal business address is 3609 Walden Drive, Lexington, Kentucky 40517 (the "Declarant").

A. Declarant is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter), which has been or is intended to be developed into a residential subdivision; and

B. Declarant deems it desirable to establish an association for the purpose of, among other things, owning and/or maintaining certain areas and/or improvements constructed as part of the Subdivision; and

C. Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the Property and all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Declarant, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific

performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. Declarant intends to develop the Property into multiple, different housing types, which may include but is not limited to individual homes on traditional single-family lots, twin singles on zero-lot-line lots, and detached cluster housing, and the covenants, conditions and restrictions contained herein may apply differently to lots and homes within the areas in which differing housing types are constructed. In addition, if Declarant owns, and/or acquires additional parcels adjacent to the Property, Declarant may in its sole discretion annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Declarant may subject annexed adjacent parcels to this Declaration without modification, or Declarant may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of Subdivision, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development of the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Declarant shall create the Association (as defined below) for the purpose of carrying out and performing certain obligations as described herein. As specifically provided herein after, (i) membership in the Association shall be mandatory for all Lot owners; (ii) the Association shall be required to maintain areas all "Common Property" (as defined herein) in or related to the Subdivision, and the funding of such maintenance shall be the legally enforceable obligation of each Lot owner; and (iii) the obligations of the Association and its individual members shall be enforceable by each Lot owner, by the Declarant and/or the Association.

II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to all charges made by the Association to an Owner relating to the Association, including but not limited to Annual Assessments, Lot Assessments and Special Assessments as defined herein after.

C. "Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining all or any portion of the "Common Property" (as defined herein) on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named Arbor Woods Subdivision Homeowners Association, Inc. (or a similar name if that one is not available) and shall be formed as a Kentucky non-profit corporation or other appropriate non-profit entity. Declarant reserves the right, in the exercise of its discretion or if required by governmental approval processes, to form a single "Master" Association, with separate "Sub-Associations" for the separate Sub-Areas (as defined below), and if a Master and Sub-Associations are in fact formed, the term "Association" as used herein shall refer collectively and individually, as the context requires, to the Master and/or Sub-Association(s).

D. "Association Documents" – the formative documents of the Association, consisting of the Articles of Incorporation, the Bylaws, this Declaration (as the same may be amended from time to time), and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of directors, trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining the Common Property and operating the Association.

G. "Common Property" - all real (including but not limited to the "Property" as defined below) and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the use and/or maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound. For purposes of clarification, Common Property shall include any entrance or other signs and walls, as well as all landscaping, utilities and other facilities related thereto, built by the Declarant or the Association to serve the Subdivision, whether located on the Property or in an easement or government right-of-way.

H. "Declarant" – Ball Homes, LLC, and any manager, general partner, shareholder, successor or assignee thereof to which Declarant specifically assigns any of its rights under this Declaration.

I. "Holiday Decorations, Life Event Decorations and Seasonal Decorations" – Temporary exterior modifications or displays, visible to the exterior of a home and/or Lot, placed in observance, recognition or celebration of (i) a one-time or periodically occurring event , or (ii) related to a generally recognized national or state holiday, or a defined event of particular religious belief or practice of an institution having a general, known existence and public recognition. Decorations can consist of a variety of items and conditions, and may consist of, for example, lighting displays, banners, Signs, yard ornaments, and/or visual or audio displays. The Board shall, in all cases, have the power and authority to exercise reasonable judgment in determining, with final and binding effect, whether a given condition on a Lot constitutes a "Decoration."

J. "Improvements" - all man-made or man-installed alterations to the Property, following the initial erection of a primary residential structure on a Lot, which are visible from the exterior of any primary structure on a Lot, which cause the Property to deviate from its condition prior to such alteration(s), including but not limited to buildings, outbuildings and garages and the collective and individual component parts thereof including but not limited to roofs, walls, windows, doors, awnings and room additions; permanent or temporary signs or sign structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and recreational courts; slope and drainage alterations; roads, driveways, covered or uncovered parking areas and other paved areas; recreational devices and equipment whether fixed in place or movable; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, gazebos, playground equipment, play houses, walkways, paths, trees, hedges, shrubs and other forms of landscaping, and all structures of every type.

K. "Initial Operating Assessment" - a one-time assessment to be levied by the Association and due at the time a Lot is initially conveyed by the Declarant to its initial third-party Owner and may be used to pay Common Expenses, to fund Association operations, and for such other purposes determined appropriate by the Board.

L. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Declarant, excluding the Common Property and any portion of the Property dedicated for public use. Declarant has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed by Declarant, the former lots shall cease to be "Lots" for any and all purposes hereunder; Lot combinations obtained by Owners other than Declarant shall NOT cause each of the Lots combined to cease being separate Lots for any and all purposes hereunder.

M. "Lot Assessment" an assessment that the Board may levy against one or more (but fewer than all) Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility

company; fines and related expenses assessed by the Association in connection with the enforcement of the Association's rights hereunder; and all other charges reasonably determined to be a Lot Assessment by the Board.

N. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

O. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

P. "Open Storage" – the placement in an area of a lot which is not enclosed within a building or structure, of personal property, building materials, goods, equipment, or other items, which is not so placed for the purpose or being used (for its designed, intended purpose) within a reasonable period of time following such placement. By way of example, patio furniture left outside during certain times of year when use is reasonably anticipated will not constitute Open Storage at such times regardless of the frequency of use, whereas patio furniture left outside during other times of year when use is not reasonably anticipated may constitute Open Storage. The discretion of the Board shall apply, and shall be final and binding, in determining whether specific instances of items left outdoors constitute Open Storage, provided that the parking of properly licensed, operable motor vehicles in permissible parking spots shall not constitute Open Storage.

Q. "Operating Fund" - the fund established pursuant to Article IX.

R. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and the Declarant.

S. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is now or later comes to be owned in fee simple by the Association, together with all easements and appurtenances.

T. "Rules" - the rules and regulations governing use of and activities upon the Property and any other Common Property, as may be established by the Board from time to time pursuant to Article VIII.

U. "Sign" - For purposes hereof, the term "sign" shall be construed and interpreted to mean any visible medium displayed *for the purpose* of conveying or communicating a message, whether erected as a billboard, signboard, banner, light(s), flag or other physical surface, or electronic- or light-generated display. The use of letters, symbols and words are not necessarily required for a medium to convey or communicate a message, and therefore be construed to be a sign. Comparably, some media designed for the purpose of being a "decoration" may have words and/or letters on them, but may not be construed as signs since their purpose is decoration. The Board's determination of whether a medium is a decoration (and not a 'sign'), or a purposeful communication (therefore, a 'sign'), is final and binding.

V. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

W. "State" - the Commonwealth of Kentucky, and, unless the context requires otherwise, any political subdivision thereof exercising governmental jurisdiction over the Property.

X. "Sub-Area" – a portion of the Property on which a distinctly identifiable type of housing is developed and constructed. Within a given Sub-Area, separate standards may exist and unique rules may be adopted and applied according to which the ownership and use of Lots and Improvements within such Sub-Area may be limited and restricted.

Y. "Turnover Date" - the date in which Declarant, in its discretion and in accordance with the Association Documents, elects to turnover governance and control of the Association

Z. "Voting Member" – a declared Member of the Association who is entitled to the right to vote on any given issue at any given time.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Common Property;
- C. Preservation, beautification and maintenance of the Common Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Common Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot (other than the initial construction of a primary residential structure pursuant to plans approved by Declarant) until and unless the plans therefor have been approved by the Design Review Committee (or Declarant if no Design Review Committee has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Committee. No Improvements may be constructed, erected or installed within any area designated as an easement on a recorded plat for the Subdivision unless approved by the easement holder, the relevant governmental authorities and by the Design Review Committee. Front, rear and side yard areas shall consist, primarily, of grassed lawn areas, with a reasonable amount of planting bed, hardscape and other landscape components.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purpose incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws and regulations of the State and any other relevant governmental authorities, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed to prohibit the Declarant from construction activities consistent with its residential construction practices.

D. Signs. All owners by accepting a deed to a Lot or Unit at the Property agree and acknowledged that they have contractually limited their First Amendment free speech rights as applicable to activities at the Property. Specifically, no signs of any character shall be erected, posted or displayed upon the Property, except: (i) subdivision identification signage as approved through applicable zoning and development requirements, (ii) marketing signs installed by the Developer (or by one or more builders with Developer's approval) while marketing the Lots and residences for sale; (iii) street identification and traffic control signs installed by (or with the approval of) governmental agencies, the Association or the Developer; (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (v) for a reasonable period of time (not to exceed 45 days before, and not to exceed three (3) days after a public governmental election in which the Lot Owners are permitted to vote) up to three (3) temporary political signs on any Lot, of not more than six (6) square feet each, expressing support for (or opposition against) an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for (or opposition against) a specific candidate or issue may be removed by the Association (and each Owner specifically grants the Association the right and easement as necessary to cause such removal), and not more than one sign for or against any specific candidate or issue may be posted

or displayed on any one Lot. The foregoing notwithstanding, the Board may (but shall not be required) to adopt rules according to which items that would otherwise meet the definition as a 'sign' may be permissible, such as permanent security placards of less than 1 square foot in size; temporary Holiday Decorations, Life Event Decorations or Seasonal Decorations (as defined herein), including but not limited to "life event" displays (observing birthdays, births, graduations, etc.); nationally recognized holiday-based seasonal displays displayed within season only (Christmas, Thanksgiving, Fourth of July, etc.); and/or school and professional sport team support displays (all of which may be limited as to size, location, duration). Nothing herein shall be construed or interpreted to limit or prohibit the right to properly display the American Flag, State Flag or any other flag the right of which to display is protected by State or Federal law. No signs may be posted in the Common Area without the approval of the Board. The rules regarding signs contained herein, apply equally to media posted/hung/displayed inside of structures and/or vehicles on the Property that are visible outside thereof, as to media located entirely outside of any such structure and/or vehicle.

E. Decorations and Displays. Declarant specifically deems it to be disadvantageous to the community for there to be Decorations and Displays in the community of an excessive nature, the term 'excessive' referring to any and all characteristics of such Decoration and/or Display, including but not limited to size, style, color, volume, brightness, placement and/or duration. As such, no decorations or displays, including but not limited to "Holiday Decorations, Life Event Decorations and Seasonal Decorations" may be erected, placed, displayed, performed or otherwise caused to exist or occur on any Lot, without the express, prior written approval of the Association's Design Review Board (or Board of Directors if no Design Review Board exists), which approval may be withheld in the sole and absolute discretion of the Association. In reviewing and considering an application for a given Decoration or Display, the Association shall act in a non-discriminatory manner as related to race, religion, creed, color and national origin of the applicant. Clearly political signs shall not be construed as "Decorations" or "Displays" for purposes of this subsection. The foregoing notwithstanding, prior, written approval shall not be required for reasonably sized and styled displays (as judged by the Board) celebrating a holiday nationally recognized in the United States, which are placed for a period of not more than one week during which such holiday occurs, or in the case of Christmas, between November 30 and January 15 of the next following year.

F. Animals. No person may keep, breed, board or raise on any Lot or in or upon any part of the Common Property, any animal, livestock, farm animal (including but not limited to horses, chickens, ducks and pigs regardless of size), reptile, or poultry of any kind, nor any animal for any commercial purpose, unless expressly permitted by the Rules. Common domestic pets, limited to not more than three (3) cats and/or three (3) dogs, and pets that are kept only inside of the residence at all times, are permitted for non-commercial, and non-breeding purposes. All permitted domestic pets shall be properly restrained when outside of the house and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance (including unreasonable volume or repetitive barking). Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects,

whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Committee, which may be withheld in the Board's discretion.

G. Nuisances. No noxious or offensive activity or trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot; provided, however, that all of the Declarant's normal business operations and construction activities shall not be considered nuisances.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

I. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, until and unless plans for the same have been submitted to and approved by the Design Review Committee. The Design Review Committee may limit the size and height of storage buildings (10' x 10' x 10' shall be the maximum permitted), and may require the use of and/or prohibit specific building materials (no metal sheds are permitted), building design components, and colors, as conditions to the approval of storage building plans, and permits or other approvals from relevant governmental authorities. Storage buildings may be prohibited by the Design Review Committee entirely, on certain lots, or in certain areas of the Property, in spite of the fact that they may be approved on other lots, or in other areas. No shed or structure of any kind is permitted within any area designated on a recorded plat for the Subdivision as an easement without the approval of the Design Review Committee, the easement holder and any relevant governmental authorities. Any storage building approval granted by the Design Review Committee is subject to revocation if the condition and/or appearance of the storage building constructed pursuant to such approval deteriorates, and the lot owner fails within thirty (30) days of notice from the Board to take remedial action as reasonably directed by the Board to repair, replace and/or properly maintain the structure and appearance thereof.

J. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

K. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction that follows. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as explicitly specified in this Declaration, no prohibited commercial vehicles, boats, trailers, campers and/or mobile homes shall be parked or stored on any street in the Subdivision, or on any Lot in the Subdivision (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days (the burden of proving that such time period has not been exceeded in each/any instance is borne by the Owner of the Lot on or in front of which the vehicle is located, and/or the owner of the vehicle), unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority, but not the obligation, to have the same removed at the owner's expense.

For the purpose of this section, the term "prohibited commercial vehicle" shall include all vehicles that have a curb weight of more than seven thousand five hundred pounds (7,500 lbs.); all vehicles that have a length of more than twenty-two feet (22'); and all vehicles that include any open exterior storage of equipment, tools or materials. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and "step vans" larger than one-ton capacity full size cargo vans, pickup trucks larger than one (1) ton capacity pickup trucks, and semi type tractors and trailers shall all be considered in every instance to be a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of equipment or other personal property, whether resting on wheels, jacks, tires or other foundation. The Board's determination that a vehicle meets the definition of a "trailer" or "prohibited commercial vehicle" (or boat, camper, bus or mobile home) shall be deemed final and conclusive.

L. Trash. Except for the reasonably necessary activities of the Declarant during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the lot.

M. Antennae; Miscellaneous Improvements. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. No clothesline or other apparatus designed or intended for use of air-drying clothes or other items shall be permitted. No metal swing set shall be permitted on any lot.

N. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

O. Tanks. No tanks for the storage of propane gas or fuel oil or other flammable liquid or gas, shall be permitted to be located above or beneath the ground of any Lot except that propane gas in residentially sized containers such as are common for the use of residential gas cooking grills, and tanks used in connection with fire places that are buried underground and approved by the Design Review Committee and all relevant governmental authorities are permitted. The provisions of this subparagraph shall not prohibit the Declarant from utilizing propane gas for the heating of homes under construction, or from having one or more model homes that use propane gas as a heating fuel prior to the time that electric or gas furnace hook-ups are available for such model(s).

P. Required Trees. Declarant may designate one (1) or more species or types of trees as deemed necessary by Declarant, and/or as required by governmental authorities having jurisdiction over the Property, to be planted along the street or in the front or side yards of the Lots (the designated locations of such trees may, as determined by Declarant or required by local governmental regulation, be in the "tree lawn" located within the road right-of-way, or on the Owner's Lot along the road right-of-way). If Declarant determines to designate street tree(s) then the Lot Owners agree to such uniform trees. Each Lot Owner on whose Lot a Required Tree is located, shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

Q. Mailboxes. If home delivery by the U. S. Postal Service is available to the Subdivision, Declarant may designate a curb side mailbox for each Lot with a design giving uniformity to the subdivision. In such cases, a Lot's Owner shall be responsible at his/her/their sole expense, for the purchase, installation and maintenance in good appearance and functional condition of the mailbox for such Owner's Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

If the Subdivision has cluster mailboxes, either by choice or as required for service by the U. S. Postal Service, the cost for all operation, maintenance, repair and upkeep of the cluster mailboxes and facilities associated therewith (i.e. concrete pads, gazebos, roofs, enclosures) that is not otherwise paid for by the U. S. Postal Service shall be the responsibility of the Association.

R. Basketball Goals. Permanent basketball goals are allowed, but they must be sturdily permanently mounted to an approved basketball goal pole and mounting system and adjacent to the driveway, at a distance from the front of the garage that is no further than half the length of the driveway. No basketball goals may be mounted on the garage or home structure or placed in the rear or side yards of any Lot. basketball goals must have design review board application submitted prior to install, and all conditions of review under the rules and regulations of the Subdivision must be met. All basketball goals, backboard, net, poles and bases, permanently mounted, must be maintained in excellent condition at all times. Rims must be no more than ten feet (10') in height. Backboard must be regulation size and of a high-quality plexiglass or other such material and transparent or neutral in color. Any basketball goal that exhibits signs of rust, or

has a cracked backboard, rims not mounted properly, bases that are cracked or broken, or nets that are dirty and discolored, will be required to be stored in the owner's garage, repaired immediately or disposed of.

To the greatest extent possible, basketball goals, posts, backboards, nets and hoops will be colors that are not offensive to the landscaping of the neighborhood. Bright, fluorescent, colors (particularly for nets) will not be allowed. Consideration should be given to the neighbors of the owner of a basketball goal, ensuring errant or wayward shots do not cause damage to the neighbor's property. If a neighbor submits a complaint, the owner may be required to re-position the basketball goal or remove it if damage is excessive and continues unabated. No lighting fixture will be mounted to any goals. If an Owner desires to use mini or other portable basketball goals on their Lot, such goals must be returned to the garage or other enclosed storage area each night.

S. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Declarant and Design Review Committee, and as required by applicable statute(s) and/or ordinance(s).

T. Fencing. The Design Review Committee shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain Sub-Areas or portions of Sub-Areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Committee, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, vinyl, wrought iron (or high quality aluminum or vinyl wrought iron style), stone or brick, as approved by the Design Review Committee, and in no event shall chain link or other metal wire fencing be permitted. Chain link and/or wire fencing material may not be used in the construction of any Improvement that is visible from the exterior of a lot;

2. No fence or wall shall be constructed in excess of seventy-two inches (72") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 72" for safety reasons, such fence or wall may exceed 72" above finish grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that

ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted;

4. Treated wood split rail fences are permitted. Dark painted or coated wire mesh or plastic mesh attached to a split rail fence is permitted, but in no event may uncoated "chicken wire" be used for such purpose;

5. Decorative wood and plastic fencing are permitted only by express, case-by-case approval of the Design Review Committee or its assigns; and

6. No fences may be constructed within any area designated on a recorded plat for the Subdivision as an easement, excepting those installed by Declarant and those approved by the easement holder, Design Review Committee and any relevant governmental authorities.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

U. Swimming Pools. No above ground swimming pool shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna. A swimming pool shall be deemed to be an "above ground" pool if any portion thereof extends twelve inches (12") or more above the surrounding yard elevation that exists prior to the installation/placement of the pool on the Lot, subject to the Design Review Committee's power to allow minor grade adjustments for the installation of an in-ground pool if such installation does not negatively impact the routing and management of storm and surface water. Any pool designed or manufactured for use as an above-ground pool shall be and constitute an "above-ground pool," even if less than 12" of such pool extends above the surrounding yard elevation. One "baby pool" on a Lot which contains less than thirty-six (36) square feet of water surface area and has no filtration system of any kind, and which is conveniently capable of being filled, emptied and moved on a daily basis, is permitted.

V. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article. The Subdivision is a planned community and Declarant requires strict adherence to the design review standards and processes established herein, for the benefit of itself, the

community in which the Subdivision is situated, and for the future owners of the individual lots that collectively comprise the Subdivision.

A. Design Review Committee. The Design Review Committee shall be a committee consisting of at least three (3) persons and up to seven (7) persons, as determined by the Board of Directors. Until the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove all members of the Design Review Committee at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or to appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the new Board shall have the right to appoint all members to the Design Review Committee, or to appoint an agent to act in the Board's place, at will. The then current Board of Directors shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one (1) year.

The Design Review Committee shall have the exclusive authority, at a private or public meeting by action of a majority of the members thereof (if Declarant has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Declarant or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property, except that Declarant shall have and retain in all circumstances and at all times, the right and power to approve or disapprove of the architectural standards for the initial construction of each, any and all primary home structures being erected on each Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Committee. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Committee and otherwise complies with the provisions of this Declaration. The power of the Design Review Committee to adopt and implement design/architectural standards, may be exercised before or after the Design Review Committee's receipt of an application for approval of an Owner's desired modification or installation of Improvements; but architectural/design standards may not be implemented retroactively to cause previously installed Improvements that have been approved by the Design Review Committee, to lose their status as 'approved'.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Committee for its approval. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority on a case-by-case basis to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property. Variances are intended to be able to be granted in circumstances in which the physical attributes of a Lot cause such Lot to be unique or meaningfully distinguishable from the physical attributes of other Lots in the Subdivision, such physical difference(s) giving rise to the above-described unnecessary hardship or practical difficulties. Variances are not intended to be available to enable an Owner to avoid the application of these Restrictions by virtue of such Owner's personal life circumstances or decision-making (i.e., having a dog that can jump more than 72" is NOT a justification for a variance to the 72" maximum fence height limitation; whereas having a Lot that abuts railroad tracks is such a justification).

D. Improvements by Declarant. Notwithstanding any of the foregoing to the contrary, all Improvements constructed and landscaping installed by the Declarant or its affiliates, partners, members or shareholders in connection with the initial construction of a home on a Lot, shall be deemed to comply in all respects with the requirements of the Design Review Committee, and separate approval thereof by the Design Review Committee is not required.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, including inspecting areas to confirm compliance with this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. Nothing contained in this paragraph shall act to create an obligation on the part of the Association to enter upon Lots to inspect, or to perform maintenance thereon.

C. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, storm water retention or detention, potable water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Declarant shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all public safety personnel including police and fire departments, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Lots and Common Property to perform their duties.

E. Reservation of Special Easements. By the purchase of their Lot and acceptance of their deed, all Owners thereby grant access to their individual Lot or Lots for normally anticipated or necessary activities by the Declarant and its successors and assigns, including but not limited such activities as adjacent lot home construction, warranty work, lot and subdivision development, bond release work and work directed by government agencies and utility providers. Declarant and its successors and assigns are responsible for restoring disturbed areas of any such Lots to the same or similar condition as existed prior to the commencement or any such work. To the extent applicable to this Subdivision, attached hereto as Exhibit B is a site plan of the Subdivision, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Declarant reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Declarant to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care

and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Declarant, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Declarant reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Declarant has not reserved any Special Easements.

F. No-Build Zones/Non-Disturbance. Any areas (if any) designated on the recorded plat(s) or re-plats of the Subdivision, in prior deed restrictions, or on Exhibit B as non-buildable areas or areas in which no building would otherwise be allowed by law or regulation (“No-Build Zones”) shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in no-build zones, provided that prior approval for such landscaping has been granted by the Design Review Committee. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. Any areas designated as “Non-Disturbance” zones shall be construed to be No-Build Zones, except that within Non-Disturbance zones, owners may not perform any maintenance without the prior approval of the Declarant.

G. Tree Preservation Zones. Any areas (if any) designated on the recorded plat(s) or re-plats of the Subdivision, in prior deed restrictions, or on Exhibit B, as “Tree Preservation Zones” shall be areas in which no Owner shall have the right to remove any trees unless they are dead, diseased or pose a threat to the health, safety and welfare of the Lot Owner, provided that the Declarant and/or Lot Owner may remove unsightly or unwanted under-story plant material as long as such removal does not negatively affect the health of other trees in the Zone. The foregoing notwithstanding, Declarant may do limited grading and tree removal within Tree Preservation Zones for the installation of storm water structures and/or grading and in connection with subdivision infrastructure development.

H. Wetland Buffer. Areas designated as ‘wetlands’ shall be surrounded by a ‘Wetland Buffer’ zone, which shall remain undisturbed and left in their natural state, and shall be deemed “Non-Disturbance” zones as described above.

HOMEOWNERS ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in the Subdivision such Owner agrees to be and acknowledges being (i) a member of the Association, (ii) obligated to pay any and all Assessments, and (iii) collectively obligated to accept the governance and control of the Association at the Turnover Date. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any

transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by the Board, which shall consist initially of a board of directors consisting of three (3) persons appointed by the Declarant, in its sole discretion, and thereafter in such number and form as provided in the Bylaws of the Association. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board or appoint a managing agent to act as the Board on its behalf. No Members, other than the Declarant, shall have voting rights in Association matters until the Turnover Date, nor shall any meetings of the Members be required prior to the Turnover Date. If Declarant establishes a Master Association and separate Sub-Associations for Sub-Areas, the Turnover of the Master and every Sub-Association may occur concurrently or separately, after Declarant ceases to own any Lots in any Sub-Area. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents. Nothing contained herein or in the Association Documents shall be interpreted or construed to limit the right of the Declarant to cause the Turnover Date to occur any time prior to the time Declarant ceases to own lots at the subdivision, in Declarant's sole exercise of its discretion.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements; Sub-Area Maintenance. The Association may enter into cost-sharing agreements with other homeowners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property. Additionally, the Association may provide site maintenance services, such as but not limited to snow removal, yard mowing, and fertilization, in one or more Sub-Areas, and the assessments (as defined and described below) may differ from Sub-Area to Sub-Area as deemed necessary and appropriate by the Association to equitably apportion the costs of such services to the Owners in the Sub-Area(s) receiving the benefits of such services.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, and the operations of the Association, which shall be consistent with but which may clarify and/or expand the terms of this Declaration and the other Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. The Board may, but shall not be required to give prior notice nor appeal/hearing rights to an Owner relative to the imposition of a Lot Assessment, if the Lot Assessment consists of a monetary fine related to non-compliance with the provisions of this Declaration, and further if at least fifty percent (50%) of any such fine is to be waived upon the Owner's taking remedial action relative to such violation within 30 days of the imposition of the fine.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. As the Association's agent, the Manager (if any) shall have no direct liability for actions taken thereby at the direction of the Board (but shall be liable for its own malfeasance). The compensation of the Manager shall be a Common Expense, and one or more components of the Manager's compensation may consist of variable amounts payable to the manager directly by Owners as a result of transactions and or occurrences (i.e. the late payment of assessments) involving such individual Owners' Lots/accounts. The term of any management agreement shall not exceed two years (exclusive of possible renewals) and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice. Part of the Manager's compensation may include an initial lot assessment or set-up fee, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The Association shall carry liability insurance on any and all Retention or Detention Basins for the maintenance of which the Association is responsible. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes, provided that if specific insurance costs are incurred by the Association relative to the types of construction or services rendered in some, but not all Sub-Areas, then the increased costs thereof shall be paid through the Assessments charged to Owners in such Sub-Area(s).
2. The Association shall acquire and pay the premiums attributable to the types of insurance as is required by law, in amounts required by law or as otherwise deemed necessary and prudent by the Board, and any other insurance the Association deems necessary.
3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. Compliance with the foregoing requirement may be achieved, in whole or in part, by making the books and records available electronically. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering any books and records to a Member who requests the same, and the Association shall not be obligated to provide copies of records containing information of a personal or private nature concerning other Owners' names, account numbers, contact information or similar information; nor unredacted records containing the Association's account numbers.

IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association

and repairing and maintaining the Common Property. The Operating Fund shall be funded by Member Assessments.

B. Types of Assessments. Each Owner by accepting a deed to a Lot, covenants and agrees to pay to the Association any and all Assessments levied, including but not limited to (i) the assessment referred to in Article VIII, Section (F) above; (ii) Initial Operating Assessments, (iii) all Annual Assessments; (iv) any Special Assessments; and (v) any Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots. Anything to the contrary contained herein or in any other Association Documents to the contrary notwithstanding, the Declarant shall be exempt from any Assessments for any Lots it owns up to and until the earlier of (i) the date any such Lot has been sold to the first third-party Owner of such Lot, or (ii) the any such Lot has the primary residence constructed and is being occupied by the Declarant or leased to a third-party by the Declarant.

C. Initial Operating Assessments. The Board shall establish, levy and collect an Initial Operating Assessment against each Lot and its Owners at the time a Lot is first conveyed by Declarant to a third-party Owner (including without limitation, a third-party home builder), or in the case that the first sale is a sale under a land installment contract, at the time a land installment contract, for value, for a Lot is recorded. The Initial Operating Assessment is a one-time charge due when a Lot is initially conveyed as set forth above and may be utilized by the Association to pay Common Expenses, to fund Association operations, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder. The Initial Operating Assessment is not in lieu of any other Assessments, and is not refundable when a Lot is transferred.

D. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, and including appropriate amounts to fund Reserves as provided by law, and shall assess each Owner of a Lot an Annual Assessment an equal amount based on such estimated expenses and reserves as divided by the total number of Lots. As part of the estimation process, the Board shall also determine which, if any, of the Association's costs are to be incurred for the benefit of or in the rendering of services to, one or more but less than all of the Sub-Areas, and the Annual Assessments chargeable to Owners in such Sub-Areas as receive special benefits or services shall be adjusted to cause such costs to be paid by the Owners in such Sub-Areas. Within any given Sub-Area, all Owners shall be assessed an equal amount based on the combination of the estimated Common Expenses attributable to all Sub-Areas, and the Common Expenses attributable to some but not all Sub-Areas. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Declarant may elect to pay the Annual Assessments applicable to Lots owned by Declarant or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

E. Special Assessments. The Board may levy against the Lots a Special Assessment to pay for capital expenditures or to fund necessary costs and expenditures not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds

(2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting.

F. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, ten (10) days prior to the effective date of the levy of any Lot Assessment. The foregoing notwithstanding, the Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration, and no such notice and hearing shall be required if at least fifty percent (50%) of the fine can be avoided by the Owner by taking such actions as are necessary, within thirty (30) days of the date of the imposition of the Lot Assessment, to eliminate or remove the violative condition that gave rise to the Lot Assessment.

G. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge as prescribed by the Board.
2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees (none of which shall be considered "Lot Assessments") shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may (but shall not be required to) authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. The Association's continuing right to file its lien shall survive a transfer of title to a Lot unless expressly otherwise provided by applicable law, and said rights and any actually filed lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.
4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. Subject to reasonable fiscal limitations and the exercise of the Board's reasonable business judgment, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures (including entry and similar signage as applicable), and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The foregoing notwithstanding, the Association may designate portions of the Common Property to be left in their 'natural' condition, without mowing, treatment or other maintenance of any kind. Each Owner by accepting a deed to a Lot (or any portion thereof) in the Subdivision acknowledges that (i) portions of the Common Property are to be left in their natural state, including wetland areas which may, at times, result in mosquitoes, flora and fauna, which to some owners may be undesirable, and (ii) that the Declarant is hereby granted and has the right to freely assign to the Association (and the Association shall agree to assume), and/or certain governmental authorities may require the Association have, obligations to repair and maintain certain landscaping items, water quality features or other such aspects of the Common Property. The Association may also elect to provide certain maintenance services in certain Sub-Areas, and upon such election the Owners in such Sub-Areas are required to abide by such election and to refrain from interfering in any way with the Association's provision of such services.

B. Maintenance by Owner. Except as otherwise provided herein, each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements on and to, structures on, and, equipment and components used in connection with, his/her Lot. On any Lot on which a two-family (or more,

if applicable) home is constructed, the obligations and duties described in this subparagraph shall be shared jointly and severally by each Owner of any portion of the Lot. This maintenance responsibility includes, without limitation, regularly watering and mowing grass during the grass growing season, regularly weeding planting beds, and a duty to maintain an Owner's Lot and house and all Improvements on the Lot in a reasonably neat, clean and well-maintained condition ("well-maintained" being definable from time-to-time by the Board as the average condition of all other Lots in the Subdivision). Each Owner shall promptly furnish all necessary materials and shall perform or cause to be performed at his/her own expense, all maintenance, repairs and replacements on such Owner's Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property, or unreasonably diminish property values in the Subdivision. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred in doing so, including administrative costs for the coordination of such work.

D. Damage to Common Property by Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of twenty-five (25) years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and may not be terminated without Declarant's consent during such time; and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a vote of not less than Seventy-Five percent (75%) of the Members. Anything to the contrary herein notwithstanding, the Association and the Owners shall be responsible for the maintenance of, if any, all open spaces, private roads, lakes, activity areas, detention basins, storm water quality facilities and devices and common areas so long as the Subdivision is used as a residential subdivision or until any such property and/or improvements are properly dedicated to a unit of local government.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Declarant, any Owner, the Association, the Design Review Committee, the City of Georgetown or Scott County Governments and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any

nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation, in the case of an action brought by the Declarant or Association, the recovery of reasonable attorneys' fees). Failure of Declarant, the Association, the Design Review Committee or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules. Any person having the right to enforce these Restrictions may also require that the Association be required to discharge its duties as described herein, but the Association shall not, in any case, be liable for any monetary damages, nor shall an award of attorney's fees be available to a Plaintiff in any such case. If the Association fails to discharge its duties hereunder, the City of Georgetown and Scott County Governments, or their successor, shall have, in addition to the other rights and remedies described herein, the right to perform any maintenance that is the obligation of the Association, and to assess the Owners for all costs (including administrative costs and reasonable overhead) incurred by the city in performing such maintenance work.

C. Amendments. Until the Turnover Date Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may remove or modify the provisions hereof, and/or impose new or additional covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Declarant may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration by Declarant shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

After the Turnover Date and subject to the other terms and conditions herein, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total votes of the Association; provided, however, that the percentage of votes necessary to amend

a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause. No amendment shall be effective until recorded in the public records of the Scott County Clerk's Office, Georgetown, Kentucky.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third-party will affect the validity of such amendment.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

E. Declarant's Rights to Replace Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and

- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled. The Board may cause the Association to indemnify a third party manager hired by the Board, for losses and liabilities arising from such manager's performance of services in conformity to the directions of the Board.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner to the Association.

[remainder of page left blank intentionally; signature page follows]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEING all of Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of Phase II of Arbor Woods, as well as any open spaces, easements, roads and access ways appurtenant thereto, as shown on the Final Plat for Arbor Woods, Phase II, Richmond, Madison County, Kentucky, dated 20 Oct., 2022, as prepared by Abacus Engineering and Land Surveying, Richmond, Kentucky, and filed of record on December 6, 2022 in Plat Cabinet No. 30, Slide 289, in the Madison County Clerk's Office, Madison County, Kentucky.

BEING all of the property conveyed to Ball Homes, LLC, a Kentucky limited liability company, by Deed dated December 20, 2022, of record in Deed Book 832, Page 776, in the office of the Madison County Clerk.

EXHIBIT B

SPECIAL EASEMENTS SITE PLAN

NONE, EXCEPT AS OTHERWISE PROVIDED OR SHOWN ON THE PLAT OR PLAT(S)
OF RECORD

DOCUMENT NO: 2014195015
RECORDED: March 18, 2024 02:31:00 PM
TOTAL FEES: \$80.00
COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: AMY BRUNER
COUNTY: MADISON COUNTY
BOOK: MC415 PAGES: 239 - 253

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
FOR
ARBOR WOODS SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR ARBOR WOODS SUBDIVISION (herein the "Amendment") is entered into and effective as of March 8th, 2024, by BALL HOMES, LLC, a Kentucky limited liability company (the "Declarant"), with principal address of 3609 Walden Drive, Lexington, Kentucky 40517.

WITNESSETH

WHEREAS, the Declarant hereto is the Declarant under that certain Declaration of Covenants, Easements, Conditions and Restrictions of the Arbor Woods Subdivision (the "Subdivision") dated as of February 3, 2023, recorded at Miscellaneous Book 403, Page 84, of record in the Madison County Clerk's office (herein the "Declaration"). Unless otherwise explicitly stated herein, all capitalized words and terms used herein shall have the same meaning as in the Declaration, and

WHEREAS, the Declaration provides, among other things, that the Declarant may amend the Declaration to make changes to the terms thereof and to add to the Property covered thereby (See, for example, Sections I(A) and XI(C)); and

WHEREAS, the Declarant has determined that the need exists, that it is in furtherance of the Goals set out in Section III of the Declaration and is the best interests of all Owners as a whole to amend the language relating to certain portions of the Definitions and Use Restrictions sections of the Declaration to provide updated and more clearly delineated Subdivision standards and rules on certain matters, including but not limited to the standards and rules relating to accessory dwelling units, solar panels, and trash can screening, so as to better delineate and clarify what is and is not permitted under the Declaration.

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, Declarant hereby declares amends the Declaration as follows:

1. DEFINITIONS. Section II of the Declaration, “DEFINTIONS”, is hereby deleted and replaced in its entirety with the following revised Section II:

II. DEFINITIONS

A. “Accessory Dwelling Unit” - smaller, secondary independent housekeeping establishments located on the same lot as a principal dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation.

B. “Annual Assessment” - amount to be paid to the Association by each Owner annually.

C. “Assessments” - collectively referring to all charges made by the Association to an Owner relating to the Association, including but not limited to Annual Assessments, Lot Assessments and Special Assessments as defined herein after.

D. “Association” - the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining all or any portion of the “Common Property” (as defined herein) on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named the Arbor Woods Subdivision Homeowners Association, Inc. (or a similar name if that one is not available) and shall be formed as a Kentucky non-profit corporation or other appropriate non-profit entity. Declarant reserves the right, in the exercise of its discretion or if required by governmental approval processes, to form a single “Master” Association, with separate “Sub-Associations” for the separate Sub-Areas (as defined below), and if a Master and Sub-Associations are in fact formed, the term “Association” as used herein shall refer collectively and individually, as the context requires, to the Master and/or Sub-Association(s).

E. “Association Documents” – the formative documents of the Association, consisting of the Articles of Incorporation, the Bylaws, this Declaration (as the same may be amended from time to time), and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

F. “Board” - the board of directors, trustees or other management body of the Association.

G. “Common Expenses” - expenses incurred in maintaining the Common Property and operating the Association.

H. “Common Property” - all real (including but not limited to the “Property” as defined below) and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the use and/or maintenance of which the

Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound. For purposes of clarification, Common Property shall include any entrance or other signs and walls, as well as all landscaping, utilities and other facilities related thereto, built by the Declarant or the Association to serve the Subdivision, whether located on the Property or in an easement or government right-of-way.

I. "Declarant" – Ball Homes, LLC, and any manager, general partner, shareholder, successor or assignee thereof to which Declarant specifically assigns any of its rights under this Declaration.

J. "Holiday Decorations, Life Event Decorations and Seasonal Decorations" – Temporary exterior modifications or displays, visible to the exterior of a home and/or Lot, placed in observance, recognition or celebration of (i) a one-time or periodically occurring event, or (ii) related to a generally recognized national or state holiday, or a defined event of particular religious belief or practice of an institution having a general, known existence and public recognition. Decorations can consist of a variety of items and conditions, and may consist of, for example, lighting displays, banners, Signs, yard ornaments, and/or visual or audio displays. The Board shall, in all cases, have the power and authority to exercise reasonable judgment in determining, with final and binding effect, whether a given condition on a Lot constitutes a "Decoration."

K. "Improvements" - all man-made or man-installed alterations to the Property, following the initial erection of a primary residential structure on a Lot, which are visible from the exterior of any primary structure on a Lot, which cause the Property to deviate from its condition prior to such alteration(s), including but not limited to buildings, outbuildings and garages and the collective and individual component parts thereof including but not limited to roofs, walls, windows, doors, awnings and room additions; permanent or temporary signs or sign structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and recreational courts; slope and drainage alterations; roads, driveways, covered or uncovered parking areas and other paved areas; recreational devices and equipment whether fixed in place or movable; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, gazebos, playground equipment, play houses, walkways, paths, trees, hedges, shrubs and other forms of landscaping, and all structures of every type.

L. "Initial Operating Assessment" - a one-time assessment to be levied by the Association and due at the time a Lot is initially conveyed by the Declarant to its initial third-party Owner and may be used to pay Common Expenses, to fund Association operations, and for such other purposes determined appropriate by the Board.

M. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Declarant, excluding the Common Property and any portion of the Property dedicated for public use. Declarant has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Declarant may deem such split or combination to be beneficial to the Property from

time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed by Declarant, the former lots shall cease to be "Lots" for any and all purposes hereunder; Lot combinations obtained by Owners other than Declarant shall NOT cause each of the Lots combined to cease being separate Lots for any and all purposes hereunder.

N. "Lot Assessment" - an assessment that the Board may levy against one or more (but fewer than all) Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; fines and related expenses assessed by the Association in connection with the enforcement of the Association's rights hereunder; and all other charges reasonably determined to be a Lot Assessment by the Board.

O. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

P. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

Q. "Open Storage" - the placement in an area of a Lot which is not enclosed within a building or structure, of personal property, building materials, goods, equipment, or other items, which is not so placed for the purpose or being used (for its designed, intended purpose) within a reasonable period of time following such placement. By way of example, gardening tools left outside during certain times of year when use is reasonably anticipated will not constitute Open Storage at such times regardless of the frequency of use, whereas gardening tools left outside during other times of year when use is not reasonably anticipated may constitute Open Storage. The discretion of the Board shall apply, and shall be final and binding, in determining whether specific instances of items left outdoors constitute Open Storage, provided that the parking of properly licensed, operable motor vehicles in permissible parking spots shall not constitute Open Storage.

R. "Operating Fund" - the fund established pursuant to Article IX.

S. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and the Declarant.

T. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is now or later comes to be owned in fee simple by the Association, together with all easements and appurtenances.

U. "Rules" - the rules and regulations governing use of and activities upon the Property and any other Common Property, as may be established by the Board from time to time pursuant to Article VIII.

V. "Sign" - For purposes hereof, the term "sign" shall be construed and interpreted to mean any visible medium displayed *for the purpose* of conveying or communicating a message, whether erected as a billboard, signboard, banner, light(s), flag or other physical surface, or electronic- or light-generated display. The use of letters, symbols and words are not necessarily required for a medium to convey or communicate a message, and therefore be construed to be a sign. Comparably, some media designed for the purpose of being a "decoration" may have words and/or letters on them, but may not be construed as signs since their purpose is decoration. The Board's determination of whether a medium is a decoration (and not a 'sign'), or a purposeful communication (therefore, a 'sign'), is final and binding.

W. "Solar Panel" - a structure or component of a system installed and used for collecting sunlight, sun-generated heat and solar energy for conversion into usable electricity (and the delivery thereof to the home and/or other structure[s] on the Lot), that is physically attached to the primary structure on the Lot, or if detached from the primary structure rests on the Lot itself or supporting poles or other mechanical support structures on the Lot.

X. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

Y. "State" - the Commonwealth of Kentucky, and, unless the context requires otherwise, any political subdivision thereof exercising governmental jurisdiction over the Property.

Z. "Sub-Area" - a portion of the Property on which a distinctly identifiable type of housing is developed and constructed. Within a given Sub-Area, separate standards may exist and unique rules may be adopted and applied according to which the ownership and use of Lots and Improvements within such Sub-Area may be limited and restricted.

AA. "Turnover Date" - the date in which Declarant, in its discretion and in accordance with the Association Documents, elects to turnover governance and control of the Association.

BB. "Voting Member" - a declared Member of the Association who is entitled to the right to vote on any given issue at any given time.

2. USE RESTRICTIONS. Section IV of the Declaration, "USE RESTRICTIONS" is hereby deleted and replaced in its entirety with the following revised Section IV:

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. Accessory Dwelling Units are not permitted. No Improvements may be constructed on any Lot (other than the initial construction of a primary residential structure pursuant to plans approved by Declarant) until and unless the plans therefor have been approved by the Design Review Committee (or Declarant if no Design Review Committee has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Committee. No Improvements may be constructed, erected or installed within any area designated as an easement on a recorded plat for the Subdivision unless approved by the easement holder, the relevant governmental authorities and by the Design Review Committee. Front, rear and side yard areas shall consist, primarily, of grassed lawn areas, with a reasonable amount of planting bed, hardscape and other landscape components.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purpose incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws and regulations of the State and any other relevant governmental authorities, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed to prohibit the Declarant from construction activities consistent with its residential construction practices.

D. Signs. All owners by accepting a deed to a Lot or Unit at the Property agree and acknowledged that they have contractually limited their First Amendment free speech rights as applicable to activities at the Property. Specifically, no signs of any character shall be erected, posted or displayed upon the Property, except: (i) subdivision identification signage as approved through applicable zoning and development requirements, (ii) marketing signs installed by the Developer (or by one or more builders with Developer's approval) while marketing the Lots and residences for sale; (iii) street identification and traffic control signs installed by (or with the approval of) governmental agencies, the Association or the Developer; (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (v) for a reasonable period of time (not to exceed 45 days before, and not to exceed three (3) days after a public governmental election in which the Lot Owners are permitted to vote) up to three (3) temporary political signs on any Lot, of not more than six (6) square feet each, expressing support for (or opposition against) an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for (or opposition against) a specific candidate or issue may be removed by the Association (and each Owner specifically grants the Association the right and easement as necessary to cause such

removal), and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. The foregoing notwithstanding, the Board may (but shall not be required) to adopt rules according to which items that would otherwise meet the definition as a 'sign' may be permissible, such as permanent security placards of less than 1 square foot in size; temporary Holiday Decorations, Life Event Decorations or Seasonal Decorations (as defined herein), including but not limited to "life event" displays (observing birthdays, births, graduations, etc.); nationally recognized holiday-based seasonal displays displayed within season only (Christmas, Thanksgiving, Fourth of July, etc.); and/or school and professional sport team support displays (all of which may be limited as to size, location, duration). Nothing herein shall be construed or interpreted to limit or prohibit the right to properly display the American Flag, State Flag or any other flag the right of which to display is protected by State or Federal law. No signs may be posted in the Common Area without the approval of the Board. The rules regarding signs contained herein, apply equally to media posted/hung/displayed inside of structures and/or vehicles on the Property that are visible outside thereof, as to media located entirely outside of any such structure and/or vehicle.

E. Decorations and Displays. Declarant specifically deems it to be disadvantageous to the community for there to be Decorations and Displays in the community of an excessive nature, the term 'excessive' referring to any and all characteristics of such Decoration and/or Display, including but not limited to size, style, color, volume, brightness, placement and/or duration. As such, no decorations or displays, including but not limited to "Holiday Decorations, Life Event Decorations and Seasonal Decorations" may be erected, placed, displayed, performed or otherwise caused to exist or occur on any Lot, without the express, prior written approval of the Association's Design Review Board (or Board of Directors if no Design Review Board exists), which approval may be withheld in the sole and absolute discretion of the Association. In reviewing and considering an application for a given Decoration or Display, the Association shall act in a non-discriminatory manner as related to race, religion, creed, color and national origin of the applicant. Clearly political signs shall not be construed as "Decorations" or "Displays" for purposes of this subsection. The foregoing notwithstanding, prior, written approval shall not be required for reasonably sized and styled displays (as judged by the Board) celebrating a holiday nationally recognized in the United States, which are placed for a period of not more than one week during which such holiday occurs, or in the case of Christmas, between November 30 and January 15 of the next following year.

F. Solar Panels. Use of Solar Panels includes but is not limited to the following restrictions. Solar Panels may not be erected on the roof or other part, portion or exterior area of a primary structure on the Lot that is visible from the street on which the primary structure has frontage, except as described in section B below. Corner Lots have frontage on both streets, regardless of the physical direction that the front façade of the home points and as such corner lots may be evaluated on a case-by-case basis.

- a. On homes where the primary structure has a rear-facing roof surface (not to include a covered patio, deck, or porch) roof-mounted Solar Panels may cover up to 100% of the total rear-facing roof area of the structure that is not visible from the street, i.e. the roof area visible from the street on which the primary structure has frontage cannot have Solar Panels.

- b. However, if the primary structure does not have any rear-facing roof surface (not including a covered patio, deck, or porch), such as in the case of a front to rear-facing gable design, roof-mounted Solar Panels may be installed on the rear portion of the left and/or right side roof surface beginning at a point as far back as possible to the rear edge of the side roof and going forward not to exceed the midpoint of the home, with the midpoint being measured on the side of the home where the panels are to be installed. The Solar Panels may cover up to 100% of the surface area between the described points. Panels installed on the left and/or right sides of the rear portion as described in this section B may be somewhat visible from the street on which the primary structure has frontage, but the intent of these guidelines is to minimize such visibility by the placement.

G. Animals. No person may keep, breed, board or raise on any Lot or in or upon any part of the Common Property, any animal, livestock, farm animal (including but not limited to horses, chickens, ducks and pigs regardless of size), reptile, or poultry of any kind, nor any animal for any commercial purpose, unless expressly permitted by the Rules. Common domestic pets, limited to not more than three (3) cats and/or three (3) dogs, and pets that are kept only inside of the residence at all times, are permitted for non-commercial, and non-breeding purposes. All permitted domestic pets shall be properly restrained when outside of the house, and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance (including unreasonable volume or repetitive barking). Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Committee, which may be withheld in the Board's discretion.

H. Nuisances. No noxious or offensive activity or trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot; provided, however, that all of the Declarant's normal business operations and construction activities shall not be considered nuisances.

I. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

J. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, until and unless plans for the same have been submitted to and approved by the Design Review Committee. The Design Review Committee may limit the size and height of storage buildings (10' x 10' x 10' shall be the maximum permitted), and may require the use of and/or prohibit specific building materials (no metal sheds are permitted), building design components, and colors, as conditions to the approval of storage building plans, and permits or other approvals from relevant governmental authorities.

Storage buildings may be prohibited by the Design Review Committee entirely, on certain lots, or in certain areas of the Property, in spite of the fact that they may be approved on other lots, or in other areas. No shed or structure of any kind is permitted within any area designated on a recorded plat for the Subdivision as an easement without the approval of the Design Review Committee, the easement holder and any relevant governmental authorities. Any storage building approval granted by the Design Review Committee is subject to revocation if the condition and/or appearance of the storage building constructed pursuant to such approval deteriorates, and the lot owner fails within thirty (30) days of notice from the Board to take remedial action as reasonably directed by the Board to repair, replace and/or properly maintain the structure and appearance thereof.

K. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

L. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction that follows. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as explicitly specified in this Declaration, no prohibited commercial vehicles, boats, trailers, campers and/or mobile homes shall be parked or stored on any street in the Subdivision, or on any Lot in the Subdivision (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days (the burden of proving that such time period has not been exceeded in each/any instance is borne by the Owner of the Lot on or in front of which the vehicle is located, and/or the owner of the vehicle), unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority, but not the obligation, to have the same removed at the owner's expense.

For the purpose of this section, the term "prohibited commercial vehicle" shall include all vehicles that have a curb weight of more than seven thousand five hundred pounds (7,500 lbs.); all vehicles that have a length of more than twenty-two feet (22'); and all vehicles that include any open exterior storage of equipment, tools or materials. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and "step vans" larger than one-ton capacity full size cargo vans, pickup trucks larger than one (1) ton capacity pickup trucks, and semi type tractors and trailers shall all be considered in every instance to be a prohibited commercial vehicle. For the purpose of

this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of equipment or other personal property, whether resting on wheels, jacks, tires or other foundation. The Board's determination that a vehicle meets the definition of a "trailer" or "prohibited commercial vehicle" (or boat, camper, bus or mobile home) shall be deemed final and conclusive.

M. Trash. Except for the reasonably necessary activities of the Declarant during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the lot. If containers are stored outside, trash can screening is required. All trash can screening shall meet any applicable requirements (if any) in subsection N below, and shall conform to the standards set forth by the Design Review Committee, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection N below, compliance with the following standards shall be considered by the Board in reviewing trash can screening applications:

N. Trash Can Screening. Trash can screens shall be permitted only in a side, or rear yard area, and directly adjacent to the house. The screen should be one of the following configurations:

- a. An L-shaped two-sided structure with a front panel that is perpendicular to the house and a side panel that is parallel to the house; the back is left open. The structure should be tall enough and long enough to conceal the cans, but within the size limits described below.
- b. A three-sided structure with an equal front panel and rear panel that are each perpendicular to the house, and a side panel that is parallel to the house. One gate is permitted in any side of the structure, provided the gate is included in dimension limits described here. The structure should be tall enough and long enough to conceal the cans, but within the size limits described below.

Trash can screens must be up to 4' in height, up to 5' wide, and up to 10' long, and must meet the following material specifications:

- a. If there is a fence on the property, the trash can screening should be constructed of materials similar to the fence.
- b. Wood privacy-style fencing in a vertical or horizontal style with minimal gaps is permitted.
- c. White vinyl fencing in a closed privacy style is permitted.
- d. Wood suitable for outdoor use and painted to match the house trim or siding is permitted.
- e. Corner posts should be 4x4 posts or similar and set in concrete.

- f. Trash can screens must be permanently installed. Temporary trash can screens or prefabricated no-dig or minimal-dig kits are not permitted. Such kits may not be adapted by placing in concrete.
- g. Not permitted: lattice, louvers, open slat, or open picket styles, split rail or farm fence.
- h. Covers or roofs are not permitted.
- i. Fencing should be constructed beauty side out.
- j. The Design Review Board may approve landscape plantings for the screening of the trash cans.

O. Antennae; Miscellaneous Improvements. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. No clothesline or other apparatus designed or intended for use of air drying clothes or other items shall be permitted. No metal swing set shall be permitted on any lot.

P. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

Q. Tanks. No tanks for the storage of propane gas or fuel oil or other flammable liquid or gas, shall be permitted to be located above or beneath the ground of any Lot except that propane gas in residentially sized containers such as are common for the use of residential gas cooking grills, and tanks used in connection with fire places that are buried underground and approved by the Design Review Committee and all relevant governmental authorities are permitted. The provisions of this subparagraph shall not prohibit the Declarant from utilizing propane gas for the heating of homes under construction, or from having one or more model homes that use propane gas as a heating fuel prior to the time that electric or gas furnace hook-ups are available for such model(s).

R. Required Trees. Declarant may designate one (1) or more species or types of trees as deemed necessary by Declarant, and/or as required by governmental authorities having jurisdiction over the Property, to be planted along the street or in the front or side yards of the Lots (the designated locations of such trees may, as determined by Declarant or required by local governmental regulation, be in the "tree lawn" located within the road right-of-way, or on the Owner's Lot along the road right-of-way). If Declarant determines to designate street tree(s) then the Lot Owners agree to such uniform trees. Each Lot Owner on whose Lot a Required Tree is located, shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

S. Mailboxes. If home delivery by the U. S. Postal Service is available to the Subdivision, Declarant may designate a curb side mailbox for each Lot with a design giving uniformity to the subdivision. In such cases, a Lot's Owner shall be responsible at his/her/their sole expense, for the purchase, installation and maintenance in good appearance and functional

condition of the mailbox for such Owner's Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

If the Subdivision has cluster mailboxes, either by choice or as required for service by the U. S. Postal Service, the cost for all operation, maintenance, repair and upkeep of the cluster mailboxes and facilities associated therewith (i.e. concrete pads, gazebos, roofs, enclosures) that is not otherwise paid for by the U. S. Postal Service shall be the responsibility of the Association.

T. Basketball Goals. Permanent basketball goals are allowed, but they must be sturdily permanently mounted to an approved basketball goal pole and mounting system and adjacent to the driveway, at a distance from the front of the garage that is no further than half the length of the driveway. No basketball goals may be mounted on the garage or home structure, or placed in the rear or side yards of any Lot. Basketball goals must have design review board application submitted prior to install, and all conditions of review under the rules and regulations of the Subdivision must be met. All basketball goals, backboard, net, poles and bases, permanently mounted, must be maintained in excellent condition at all times. Rims must be no more than ten feet (10') in height. Backboard must be regulation size and of a high-quality plexiglass or other such material and transparent or neutral in color. Any basketball goal that exhibits signs of rust, or has a cracked backboard, rims not mounted properly, bases that are cracked or broken, or nets that are dirty and discolored, will be required to be stored in the owner's garage, repaired immediately or disposed of.

To the greatest extent possible, basketball goals, posts, backboards, nets and hoops will be colors that are not offensive to the landscaping of the neighborhood. Bright, fluorescent, colors (particularly for nets) will not be allowed. Consideration should be given to the neighbors of the owner of a basketball goal, ensuring errant or wayward shots do not cause damage to the neighbor's property. If a neighbor submits a complaint, the owner may be required to re-position the basketball goal or remove it if damage is excessive and continues unabated. No lighting fixture will be mounted to any goals. If an Owner desires to use mini or other portable basketball goals on their Lot, such goals must be returned to the garage or other enclosed storage area each night.

U. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Declarant and Design Review Committee, and as required by applicable statute(s) and/or ordinance(s).

V. Fencing. The Design Review Committee shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain Sub-Areas or portions of Sub-Areas. All fencing and walls shall meet any applicable requirements (if any) set forth below, and shall conform to the standards set forth by the Design Review Committee, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions below,

compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, vinyl, wrought iron (or high quality aluminum or vinyl wrought iron style), stone or brick, as approved by the Design Review Committee, and in no event shall chain link or other metal wire fencing be permitted. Chain link and/or wire fencing material may not be used in the construction of any Improvement that is visible from the exterior of a Lot;

2. No fence or wall shall be constructed in excess of seventy-two inches (72") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 72" for safety reasons, such fence or wall may exceed 72" above finish grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted;

4. Treated wood split rail fences are permitted. Dark painted or coated wire mesh or plastic mesh attached to a split rail fence is permitted, but in no event may uncoated "chicken wire" be used for such purpose;

5. Decorative wood and plastic fencing are permitted only by express, case-by-case approval of the Design Review Committee or its assigns; and

6. No fences may be constructed within any area designated on a recorded plat for the Subdivision as an easement, excepting those installed by Declarant and those approved by the easement holder, Design Review Committee and any relevant governmental authorities.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

W. Swimming Pools. No above ground swimming pool shall be permitted upon any Lot except that this subsection shall not be intended to prohibit the installation of a hot tub or sauna. A swimming pool shall be deemed to be an "above ground" pool if any portion thereof extends twelve inches (12") or more above the surrounding yard elevation that exists prior to the installation/placement of the pool on the Lot, subject to the Design Review Committee's power to allow minor grade adjustments for the installation of an in-ground pool if such installation does not negatively impact the routing and management of storm and surface water. Any pool designed or manufactured for use as an above-ground pool shall be and constitute an "above-ground pool,"

even if less than 12” of such pool extends above the surrounding yard elevation. One “baby pool” on a Lot which contains less than thirty-six (36) square feet of water surface area and has no filtration system of any kind, and which is conveniently capable of being filled, emptied and moved on a daily basis, is permitted.

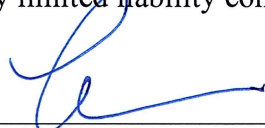
X. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

3. EFFECT OF AMENDMENT. Except as explicitly modified by this Amendment, the Declaration shall remain unmodified and at all times in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the Declarant and execution of this Amendment as of the date first noted above.

[remainder of page left blank intentionally; signature pages continue]


BALL HOMES, LLC,
a Kentucky limited liability company

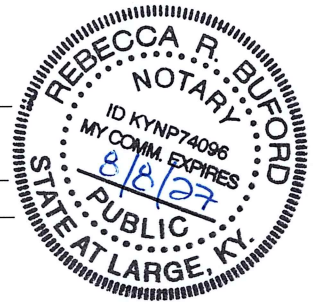
By: 
Lisa Ball, Vice President

COMMONWEALTH OF KENTUCKY

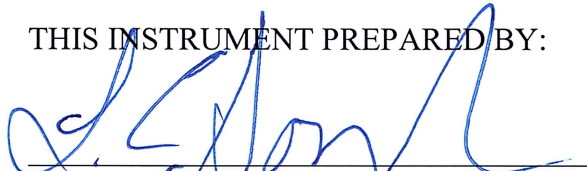
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this the 8th day of March, 2024, by Lisa Ball, as Vice President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC
My commission expires: 8/8/27
ID#: KYNP74096



THIS INSTRUMENT PREPARED BY:


Ball Homes, LLC,
Lawrence E. Goodwin Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

PLEASE RETURN TO PREPARER AFTER RECORDING

SFM

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SS,DD

MADISON COUNTY
MC213 Pg 611

**DECLARATION OF
RESTRICTIVE COVENANTS**

This DECLARATION OF RESTRICTIONS is made this 14th day of November, 2006, by **THE PAVILION @ GOLDEN LEAF, LLC**, a Kentucky limited liability company, having a principal place of business located at 120 Big Hill Avenue, Suite D, Richmond, Kentucky 40475; and **PACE/RAMSEY, LLC**, a Kentucky limited liability company, having a principal place of business located at 120 Big Hill Avenue, Suite D, Richmond, Kentucky 40475; **BRESHEAR FARM, LLC**, a Kentucky limited liability company, having a principal place of business located at 120 Big Hill Avenue, Suite D, Richmond, Kentucky, 40475, and said companies' successors, agents and assigns, all hereinafter collectively referred to as "Developer."

WITNESSETH, THAT WHEREAS, Developer is now the owner of certain real property located in Richmond, Madison County, Kentucky, and known as the Pavilion @ Golden Leaf Subdivision, which is more particularly described by a Plat thereof recorded on November 8, 2006, in Plat Book 24 at Page 43, in the office of the Madison County Clerk, hereinafter referred to as the "Development"; and

WHEREAS, Developer wishes to place upon said Development certain restrictions and covenants as to its development, use and occupancy.

NOW, THEREFORE, the following restrictions and covenants are made and declared to apply to all Lots or portions thereof in the Development, and said restrictions and covenants shall run with the land:

I. Definitions

As used in this Declaration of Restrictions ("Declaration"), the following terms shall have the following meanings:

"Commercial Lot" shall mean any neighborhood commercial and professional office Lot within the Development.

"Lot" shall mean those individual lots within each Tract. All unimproved Tracts shall be sold by the Developer for further development into Lots.

"Residential Lot" shall mean any single-family, two-family, multi-family or condominium Lot within the Development.

"Tract" shall mean each single-family, multi-family, two-family, condominium, and neighborhood commercial and professional office tract of land reflected on the Final Plat prepared by the Developer and approved by the Richmond Planning and Zoning Commission. The Developer shall sell the Tracts for further subdivision and development

into Lots.

II. Uniform General Restrictions

All Tracts and Lots within the Development shall be used only in conformity and compliance with the notes and restrictions contained on the approved Preliminary Development Plan, and all applicable laws, ordinances and regulations, zoning restrictions, and this Declaration, amendments hereto or subsequently recorded declarations.

Access to Golden Leaf Boulevard and Pavilion Way.

(a) *No individual Lot access to Golden Leaf Boulevard and Pavilion Way.* No Lot in the Development shall have direct access onto either Golden Leaf Boulevard or Pavilion Way.

(b) *Tract access to Golden Leaf Boulevard and Pavilion Way.* Each Tract which fronts directly on either Golden Leaf Boulevard or Pavilion Way shall have two access entrances from that Tract and onto Golden Leaf Boulevard or Pavilion Way. Each entrance connecting each Tract to Golden Leaf Boulevard or Pavilion Way shall have three (3) lanes at the entrance, with one (1) entry lane and two (2) exit lanes.

Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind, in excess of eighteen (18) inches in diameter, shall be placed, allowed or maintained upon any portion of the Development, without the prior written approval of Developer, or its duly authorized agent, as to the size and location of such apparatus. All satellite dishes shall be attached to the dwelling or building that they service; and no satellite dish shall be located on the street frontage portion of a home.

Artificial vegetation. No artificial vegetation shall be permitted on the exterior of any portion of the Development. Before being placed upon any Lot, exterior sculptures, fountains, flags and similar items must be approved by Developer or its agent in writing.

Building plans and Lot development. No improvements shall be constructed, installed, erected, placed, modified, altered or added to any Lot until the plans and specifications therefor, including the materials to be used, a detailed landscape plan and a plot plan showing the location, grade and elevation of the improvements, have been submitted to and approved in writing by Developer or its agent, successor or assign. Developer's approval shall be based, among other things, on (i) the adequacy of site dimensions, (ii) storm drainage, (iii) conformity and harmony of external design and landscaping with neighboring structures, improvements, operations and uses, (iv) relation of topography, grade and finished ground elevation of the Lot being improved to that of a neighboring Lot, (v) proper facing of main elevation with respect to nearby streets, (vi) exterior wall construction material, (vii) height of structures, signage and lighting and (viii) the conformity of the design and materials to the purpose, general plan, terms, conditions, and intent of this Declaration. The Developer shall not unreasonably withhold its approval of such plans and specifications, subject to the provisions of this Declaration. A complete

set of plans and specifications shall be provided to and retained by Developer. The detailed plans and specifications shall include the color of the brick or paint to be used on the exterior of any building.

If Developer fails either to approve or disapprove the plans and specifications and other instruments required to be submitted to Developer for approval within fifteen (15) days after the same have been submitted to Developer, Developer shall be presumed to have approved such plans and specifications and other instruments; provided, however, that Developer may submit questions regarding the plans or specifications and Developer's approval or disapproval shall be thus delayed until fifteen (15) days following submission of the information requested by Developer.

Curb cuts, driveways, access roads and parking areas. The location on a Lot of any curb cut, driveway or access road into a roadway, street or major road must be approved in writing by Developer. Each Lot owner shall concrete all aprons of drives prior to occupancy. Prior to occupancy, all driveways and parking areas on all Lots within each Tract shall be constructed of either concrete or asphalt, and if concrete, then all driveways and parking areas on all Lots within the same Tract shall be constructed of concrete, and if asphalt, then all driveways and parking areas on all the Lots within the same Tract shall utilize asphalt, in order to maintain a consistent appearance throughout each Tract.

Damage to streets. Anyone cutting into, tunneling under or damaging in any manner a street, curb, sidewalk, or road serving the Development must repair and restore said damage to its original condition. In this regard, property owners shall be responsible for the conduct of their contractors and subcontractors.

Detention ponds, ponds and other bodies of water; waterways and easement.

Developer does not warrant that detention ponds, ponds, or other body or impoundment of water will hold water to any particular level.

Only those owners of a Residential Lots in residential Tracts that borders or adjoins a body of water shall have the right to the use and enjoyment of that body of water and shall have an easement in common for the purposes of navigation on that body of water. Boat landings, docks, piers and mooring posts are specifically prohibited. No boat or other personal watercraft shall be anchored overnight in any of the waterways in the Development. Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any body of water within the Development.

As reflected on the Final Plat of the Development approved by the Richmond Planning and Zoning Commission, a twenty-five (25) foot landscaping easement is reserved by the Developer around all bodies of water in the Development for landscaping and trees. The owner of each Lot or Tract may cut and trim the grass within the reserved easement area, however, no trees may be removed from said area except for trees determined by the Developer to be dead or diseased, without written approval from the Developer.

Drainage. Drainage of each Lot shall conform to the general drainage plans of the

Development as approved by the City of Richmond Planning Commission. No storm water drains or roof downspouts shall be connected to the sanitary sewage system.

Dumping. No Lot shall be used or maintained as a dumping ground for any rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Fill material may be placed on any Lot, but only if it is promptly graded and seeded so as to remain harmonious with surrounding property.

Easements. No permanent structure or building shall be erected or maintained upon any easement or right-of-way reserved on any plat of the Tracts or Lots, as amended from time to time.

Energy conservation equipment. No solar energy collector panels or attendant hardware of other energy conservation equipment may be constructed or installed in the Development unless it is an integral and harmonious part of the architectural design of the structure as determined in the sole discretion of Developer or its agent.

Entrance signs. The owner of each Tract in the Development shall construct, prior to the sale of any Lot within the Tract, a brick entrance with signage bearing the name of the development within the Tract assigned by the Developer, and shall properly landscape same, which shall be substantially identical to all other entrances and signage within the Development. The design, size, location and landscaping of such entrance and signage shall be approved by Developer, in writing. Said owner shall maintain the landscaping at said entrance for a period of two (2) years after installation of the landscaping and shall promptly replace any dying, dead, diseased or damaged plants during said period.

Erosion control. Each builder must provide the Developer with a copy of an erosion control plan, which plan may be enforced by the Developer. The owner of any Tract or Lot or the builder of any improvements on same shall be financially responsible for removing any sediment which accumulates in any lake or settlement structure caused or related to their activities.

Exterior maintenance. Every owner within the Development shall be solely responsible for exterior maintenance and for keeping lawns mowed and other greenery pruned. At no time shall the grass on any undeveloped Tracts or unimproved Lots exceed fifteen (15) inches. If the owner of any Lot in the Development fails to maintain the lawn, the Developer or its assigns may enter such Lot to cut grass and weeds and to remove debris; and the Developer may collect its costs of labor and material plus twenty-five (25) percent from the owner of said Lot.

Fences. No fence of any kind shall be permitted on any Lot in the Development except for fences located around the boundary line of any Tract, or around the rear yard of single-family Residential Lots. Fences on any portion of a neighborhood commercial and professional office Tract or Commercial Lot shall be with consent of the Developer only. Notwithstanding the foregoing, there shall be no fence of any kind on any Lot fronting on

or adjoining Golden Leaf Boulevard or Pavilion Way.

Gardens. Gardens may be located upon single-family Residential Lots only, no garden shall occupy more than 5% of any such Lot, and no part of any garden shall be located closer to any street than the rear wall of the residence. Notwithstanding the foregoing, no Lot fronting on or adjoining Golden Leaf Boulevard or Pavilion Way shall have a garden.

Irrigation. There shall be no sprinkler or irrigation systems of any type which draw upon water from creeks, streams, lakes, ponds, retention basins, or other waterways in the Development. All sprinkler and irrigation systems shall draw water only from the water utility company supplies unless otherwise approved.

Landscaping. After the construction of any structure on a Lot, the owner thereof shall immediately (a) grade and sod that portion of the Lot between the front and street side walls of the structure and the pavement of any abutting streets; and (b) install foundation landscaping in keeping with the character of surrounding Lots and pursuant to the landscape plan which shall be submitted to the Developer for approval prior to construction. The remaining yard shall be graded and seeded or sodded prior to occupancy.

No connection of adjoining Tracts. With the exception of the single-family residential Tracts which may be connected by roadways, sidewalks, or bicycle trails, no other Tract in the Development shall be connected to or accessible from any other or adjoining Tracts in the Development by use of sidewalks, bicycle trails, or streets, other than Golden Leaf Boulevard and Pavilion Way.

No drilling or mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any part of the Development.

No removal of dirt or soil. No dirt or soil shall be removed from any Tract or any Lot within each Tract, without the prior approval of the Developer, in writing. Any excess dirt, topsoil or fill material not utilized in the development of a Tract or Lot shall be placed in the Development as directed by the Developer.

Nuisance. Nothing shall be permitted on any Lot or Tract that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the

Development. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Development.

Parking. No parking shall be permitted at any time upon any street in the Development. All Lots within the Development shall contain off-street parking on the Lot adequate for the uses made of that Lot.

Persons and property bound. All provisions of this Declaration shall apply to and be binding upon each and every Lot and owner of a Lot, and upon each and every Tract and owner of a Tract, within the Development, and shall run with the land.

Sidewalks and trees.

(a) Sidewalks and trees along Golden Leaf Boulevard and Pavilion Way. The owner of each Tract within the Development which fronts on or adjoins Golden Leaf Boulevard and Pavilion Way shall, prior to the sale of any Lot in the Tract and in no event later than six (6) months from the date of the approval of the preliminary plat for each Tract, construct a concrete sidewalk, with a broom finish, four (4) inches thick, with two (2) inches of gravel at least five (5) feet in width parallel to Golden Leaf Boulevard and Pavilion Way, so as to connect to and be compatible with sidewalks being or to be constructed on adjoining Lots or Tracts.

In addition, prior to the sale, development or occupancy of any Lot within the Tract, and in no event later than six (6) months from the date of the approval of the preliminary plat for each Tract, the owner of each Tract in the Development shall install red maple trees along each Tract where same fronts on or adjoins Golden Leaf Boulevard and/or Pavilion Way, which trees shall be at least two (2) inches in diameter and shall be spaced forty (40) feet apart. Said owner shall maintain said trees and shall replace any sick, diseased or dying trees for a period of two (2) years from the date of installation.

(b) Interior residential sidewalks in the Development. Before any Residential Lot is occupied, the owner of that Residential Lot shall construct a concrete sidewalk with a broom finish, four (4) inches thick, with two (2) inches of gravel, five and one-half (5 ½) feet from the curb and four (4) feet wide, parallel to the street, so as to connect to and be compatible with sidewalks being or to be constructed on adjoining Lots. On corner Lots or Lots which front on more than one street, the sidewalk shall be constructed along all streets.

(c) Interior commercial sidewalks in the Development. Before any Commercial Lot is occupied, the owner of that Commercial Lot shall construct a concrete sidewalk with a broom finish, four (4) inches thick, with two (2) inches of gravel, eight (8) feet from the curb and six (6) feet wide, parallel to the street, so as to connect to and be compatible with sidewalks being or to be constructed by adjoining Lots. On corner Lots or Lots which front on more than one street, the sidewalk shall be constructed along all streets.

Signs. No sign or other advertising device of any kind shall be exhibited in any way on any Lot or Tract in the Development without the written approval of Developer or its duly

authorized agent, except that one professional sign of not more than ten (10) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, and except for signs in commercial or mixed commercial zones advertising accredited businesses.

Utility Lines. No above-ground utility, telephone, electric, or cable television lines or poles shall be permitted within the Development, except for temporary service lines as required during construction.

Water and sewage. All buildings and residences in the Development shall be connected with central water and sewer utilities services available in the Development.

III. Single-Family, Two-Family and Multiple-Family Dwellings

In addition and supplemental to the Uniform General Restrictions, the following restrictive covenants, easements, reservations, and requirements shall apply to all Lots developed within those Tracts denoted as Single-Family, Two-Family, and Multiple-Family on the Plat of the Development.

Animals. In the residential Tracts, no animal or fowl shall be bred or confined outside the dwelling. Household pets shall be permitted but only if kept inside the dwelling and never confined for more than a brief time outside the dwelling.

Clotheslines. No clotheslines are permitted in the Development at any time.

Development. Each Tract shall be developed by a single developer, as a part of an integrated and comprehensively planned development. Once sold by the Developer, no Tract may be further subdivided except into Lots, and thereafter no Lot shall be further subdivided.

Exterior construction. It is one of the purposes of this Declaration to cause the construction of homes and residential buildings of an external design which will be harmonious with each other and with all buildings throughout the Development.

(a) *Exterior materials.* All exterior building materials shall be either brick, stone veneer or fiber cement siding, provided, however, that soffits may be vinyl. Field stone shall be permitted only after a photo or sample of the particular stone has been approved in writing by Developer. No other exterior building material shall be used except upon approval of Developer in writing.

(b) *Retaining walls.* Any retaining wall extending beyond the exterior residential structure walls shall be constructed of the same materials as the exterior residential structure walls or keystone block, provided that all such retaining walls on each Lot within the same Tract shall be the same color, texture and constructed from the same material and consistent throughout the entire Tract.

(c) *Shingles.* All roof shingles shall be approved by Developer in writing and shall

be of the "dimensional shingle" type and shall be "earth-tone" colors. For purposes of this Declaration, "earth-tone" colors are defined as being warm, muted colors ranging in the spectrum from neutral to deep brown. By way of example and not by way of limitation, white, yellow, green, orange, red, blue, pink and purple are not considered to be earth-tone colors.

(d) *Flashing, vents, etc.* The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project or pursuant to a color scheme approved by Developer.

Garbage cans. All garbage cans and other trash receptacles shall be located at the rear of the residence on each Lot or otherwise landscaped and screened so as to be concealed from view of neighboring Lots, streets and adjacent properties. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

Liquid propane gas tanks. All Liquid Propane or LP gas tanks shall be located at the rear of the dwelling on each Lot.

No business operations. No trade or business of any kind shall be conducted on any Residential Lot.

Signs. Except for those purposes outlined in the Uniform General Restrictions, no signs shall be permitted on any Residential Lot, provided, however, that house numbers, apartment numbers and name plates are permitted on any Residential Lot.

A. SINGLE-FAMILY

On any Tract indicated on the Plat to be for "Single-family" use, all Lots developed therein shall be used exclusively for single-family residential use only, and for no other use. For those areas, the following additional restrictions shall apply:

Air conditioning and utility areas. Air conditioners, utility equipment and utility meters shall be screened from public view in a manner and at a location approved in writing by Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

Basketball goals. No basketball goal shall be visible from the street in the Development.

Density. There shall be no more than five (5) residences per gross acre in any residential Tract.

Firewood stockpiles. Any and all firewood stockpiles shall be placed so as to not detract from the aesthetic appearance of the Lot when viewed from any vantage point. If

a firewood stockpile is to be covered, that covering shall consist of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by the wind.

Limitation on buildings. There shall not be erected or maintained on any Single-family Residential Lot any structure of any kind other than a single-family dwelling and suitable accessory buildings, such as a garage or carport. No garage or accessory building shall be used as living quarters. Garages are to be of the same architectural design and constructed of the same materials, as the main dwelling.

Lot size and setbacks. No Single-family dwelling shall be constructed on a Lot that is less than 8500 square feet. No building shall be located on any Lot closer than twenty-five (25) feet or further than fifty (50) feet to the front Lot line; or closer than twenty (20) feet to the rear Lot line. The minimum Lot width at the front right-of-way line shall be fifty (50) feet. The maximum building height shall be thirty-five (35) feet. No building shall be constructed closer than twenty (20) feet to the side Lot line.

Mail and paper boxes. All mailboxes and newspaper holders within each Tract shall be identical and of such design as is first approved by the Developer.

No exposed foundation. There shall be no exposed concrete block foundation or concrete foundation, unless a stucco finish has been applied and the surface painted.

Pools. Under-ground pools and commercially available spas and hot tubs may be placed on a Lot with the prior consent of Developer. Above-ground pools are not permitted. Drainage, fencing, placement and lighting plans shall be included in the construction designed plan submitted to the Developer for approval. No swimming pool shall extend closer to the street than the main dwelling. No pool lighting shall be installed without the approval of Developer and, if allowed, it will be of such a design so as not to be visible to neighboring Lot owners.

Roof. No roof shall be less than a 5/12 pitch, unless approved by Developer.

B. Two-Family

On any Tract indicated on the Plat to be for "Two-family" use, all Lots developed therein shall be used exclusively for construction of duplex style, two-family residential use only, and for no other use. For those areas, the following additional restrictions shall apply:

Density. There shall be no more than five (5) buildings (or ten (10) residential units) per gross acre on any such Tract.

Exterior construction. Each building located in a Two-family residential Tract shall have use identical shingles, shutters, and brick; and all window trim, doors, soffit and

gutters shall match and be the same color.

Floor plans. Each building constructed on a Lot in a Two-family Tract shall conform to one of four (4) approved floor plans provided by the Developer, unless the Developer give written consent to deviate from that requirement.

Limitation on buildings. There shall not be erected or maintained on any Two-family Residential Lot any structure of any kind other than a two-family dwelling. All garages must be attached to the primary building and shall be no larger than that necessary to house two (2) cars per residential unit. No garage shall be used as living quarters. Garages are to be of the same architectural style and constructed of the same materials as the main structure.

Lot size and setbacks. The minimum lot size, front, side, and rear setbacks, and Lot widths for any Lot in a Two-family residential Tract shall be the same as is set forth in the Richmond Development Ordinance applicable to a lot in an R-2 zone.

Mail and paper boxes. All mailboxes and newspaper holders within each Tract shall be identical and of such design as is first approved by the Developer.

No exposed foundation. All construction shall be finished to grade. There shall be no exposed concrete block foundation, concrete foundation or stucco foundation.

Roof. No roof shall be less than a 4/12 pitch, unless approved by Developer.

C. Multiple-Family Dwellings

On any Tract indicated on the Plat to be for "Multi-family" use, all Lots developed therein shall be used exclusively for construction of multi-family residential dwelling buildings only, and for no other use. For those areas, the following additional restrictions shall apply:

Density. There shall be no more than 14 dwelling units per gross acre in any Multi-family residential Tract.

Exterior construction. Each building constructed on a Multi-family Lot shall have a similar architectural style, and use identical shingles, shutters, and brick, and all window trim, doors, soffit and gutters shall match and be the same color. The exterior of all Multi-family dwellings shall be a minimum of sixty (60) percent brick.

Floor plans. Each building constructed on a Multi-family Lot shall be built in accordance with one of the four floor (4) plans previously approved by the Developer.

Limitation on buildings. There shall not be erected or maintained on any Multi-family

Residential Lot any structure of any kind other than a Multi-family dwelling.

Lot size and setbacks. The dimensional requirements, setbacks, lot size, and related matters for any Lot in a multi-family residential Tract shall comply with those dimensional requirements set forth in the Richmond Development Ordinance applicable to an R-3 zone.

D. Condominiums

On any Tract indicated on the Plat to be for "Condominium" use, all Lots developed therein shall be used exclusively for construction of single-family residential occupancy, under the control of a common condominium regime, and for no other use. For those areas, the following additional restrictions shall apply:

Density. There shall be no more than twelve (12) residential units per gross acre in any Condominium Tract.

Limitation on buildings. There shall not be erected or maintained on any Condominium Lot any structure of any kind other than a condominium and appurtenant garages and storage facilities.

Lot size and setbacks. The dimensional requirements, lot size, setbacks, and similar requirements for any Lot in a condominium residential tract in the Development shall comply with those dimensional requirements set forth in the Richmond Development Ordinance for an R-3 zone except that the percentage of each Condominium Lot comprised of green space shall be determined by the Developer.

IV. Neighborhood Commercial and Professional Office

In addition and supplemental to the Uniform General Restrictions, the following restrictive covenants, easements, reservations, and requirements shall apply to and govern the erection and maintenance of Neighborhood Commercial and Professional Office buildings:

Loading and unloading areas. Unless otherwise approved in writing by Developer, all loading and unloading areas located on a Lot shall (a) be paved with asphalt, concrete or such other year-round surface material as may be approved in writing by Developer, and (b) be located at the rear of or on the side of the building located on the Lot. If requested by Developer in writing, all loading and unloading areas shall be screened in a reasonable manner.

Parking. Adequate off-street parking shall be provided by the occupant of each Lot and shall be such as to accommodate the vehicles of employees of or visitors to the business conducted on the Lot and all trucks, trailers (whether loaded or empty) and any

other vehicles that may be on or serve the business located on the Lot. Such parking areas shall be paved as required by the Uniform General Restrictions. The number of parking spaces and the design of the parking area or any subsequent changes in the number of parking spaces or in the design of the parking area shall comply with the number and size of spaces required by the Richmond Development Ordinance. Any cross-parking and access agreements between Lots approved by Developer in writing shall not constitute a violation of this paragraph. Developer retains the right to regulate and control the traffic flow (including the direction thereof) on the roadways, streets and major roads located on or adjacent to the property until the control thereof has been expressly assumed by and becomes the legal responsibility of such governmental agency as may have jurisdiction thereof.

Storage on Lot. Except during the period when any construction, re-construction or alterations are occurring on any Lot, the storage or keeping of articles, goods or materials in the open or exposed to public view shall be limited to such area, covering and screening from the roadway, street or major road as may be approved in writing by Developer.

Trash. All trash shall be kept in dumpsters and no curbside pick-up of trash shall be permitted. All dumpsters shall be situated on an appropriate concrete pad, and surrounded by attractive fencing or landscaping so the container cannot be seen from the road or any neighboring property.

Use. The initial use of a Lot by the first occupant of the Lot after the purchase of the Lot from Developer must be approved in writing by Developer. Subject to the limitations of any exclusive use restriction contained in any deed to or lease of any of Lots in the Development, any subsequent use of the Lot may be for any purpose permissible under applicable law, ordinance, or regulation, provided such use is pursuant to the terms and conditions of this Declaration and provided further such use is of the same type or character as the initial use.

Notwithstanding the foregoing, no Lot shall ever be used for

- (i) for any unlawful or illegal business, use or purpose;
- (ii) for residential or agricultural purposes;
- (iii) as a business that features, in any part, manner or way, sexually explicit products, movies, entertainment, or materials, or tattoo products or services, or drug paraphernalia, without Developer's prior written approval; or
- (iv) for any business, use or purpose which Developer, in its reasonable discretion, determines is architecturally incompatible (including color schemes and building materials) or otherwise incompatible with the businesses, uses or purposes which are then existing on the other Lots.

A. Neighborhood Commercial

On any Tract indicated on the Plat to be for "Neighborhood Commercial" use, all Lots developed therein shall be used exclusively for construction of structures to house commercial ventures which are deemed by the Developer to be compatible with the general residential character of the Development, and for no other use. For those areas, the following additional restrictions shall apply:

Exterior materials. All structures erected must be of brick, decorative concrete block, Dryvit (EIFS), or a combination of these.

Lot size and setbacks. The dimensional requirements for any Lot in a Neighborhood Commercial Tract in the Development shall comply with those dimensional requirements set forth in the Richmond Development Ordinance for a B3 zone.

Uses. All uses which are permitted on property zoned B1, B2 and B3 under the Richmond Development Ordinance, as amended from time-to-time, are permitted as a use on a Neighborhood Commercial Lot; provided, however, that the following uses, whether now or hereafter permitted in such zone, are not permitted uses:

- (i) arenas and amphitheaters;
- (ii) auto body shops or auto repair shops;
- (iii) adult or sexually explicit entertainment or bookstores;
- (iv) massage parlors;
- (v) sporting goods;
- (vi) farm equipment / supplies;
- (vii) manufactured home sales; and
- (viii) commercial warehousing or storage uses

B. Professional Office

On any Tract indicated on the Plat to be for "Professional Office" use, all Lots developed therein shall be used exclusively for construction of structures to house professional offices, and for no other use. For those areas, the following additional restrictions shall apply:

Lot size and setbacks. The dimensional requirements for any Lot in a Professional Office Tract in the Development shall comply with those dimensional requirements set forth in the Richmond Development Ordinance for a P-1 zone.

Uses. All uses which are permitted on property zoned P-1 under the Richmond Development Ordinance, as amended from time-to-time, are permitted as a use on a Professional Office Lot.

V. Miscellaneous

Assignment of the Property Owner's Rights and Duties. Any and all rights, powers and reservations of Developer herein contained may be assigned by Developer to one or more persons, which will assume the duties of Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person evidencing its consent in writing to accept such assignment and assume such duties, such person, shall, to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are given and assumed by Developer herein. Upon such assignment, Developer shall be released from any and all liability of such rights, powers and reservations so assigned. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed in the same manner as these restrictions, covenants, easements and conditions may be canceled, altered, modified or amended pursuant to this Declaration.

Enforcement.

(a) All restrictions, covenants, easements and conditions contained herein (i) are made for the direct, mutual and reciprocal benefit of each and every Lot, (ii) shall create mutual and equitable servitudes upon each Lot in favor of every other Lot, (iii) shall create reciprocal rights and obligations between the respective occupants of the Lots and privity of the estate between all occupants of Lots, their respective heirs, assigns and successors in interest, and (iv) shall, as to each occupant of each Lot, its heirs, assigns and successors in interest, operate as covenants running with the land for the benefit of all other Lots.

(b) In any legal or equitable proceeding for the enforcement of, or to restrain the violation of, this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such an amount as may be fixed by the Court in such proceedings. All remedies provided for herein, whether at law or in equity, shall be cumulative and not exclusive of any remedies.

(c) Developer may, from time to time, at any reasonable hour or hours, enter upon and inspect any Lot and the Improvements thereon so as to insure or ascertain compliance with the terms of this Declaration, provided, however, that Developer shall have no duty to make such an inspection.

(d) Failure of Developer or any Occupant to enforce any restriction, covenant, easement or condition herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor a waiver of the right to enforce any other restriction, covenant, easement or condition.

Miscellaneous.

(a) Every person who now or hereafter owns or acquires any right, title or interest in or to any Lot or any portion thereof is and shall be conclusively deemed to have consented and agreed to every restriction, covenant, easement and condition contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Lot or a portion thereof.

(b) The section headings used herein are inserted for convenience only and are not intended to be part of this Declaration or to in any way define, limit or describe the

scope and intent of the particular sections to which they refer.

(c) If any provision of this Declaration is held by any court of competent jurisdiction to be unenforceable or prohibited by any applicable law, the rights and obligations set forth in this Declaration shall be construed and enforced with that provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Declaration did not contain that particular provision.

(d) All exhibits to this Declaration are incorporated into this Declaration as if set out in full at the first place in this Declaration that reference is made thereto.

(e) The Developer may appoint an agent to act on its behalf for all purposes and intents pursuant to this Declaration. Said agent shall have all powers of the Developer under this Declaration, including but not limited to the right to execute approvals, consents or agreements which may be required from the Developer. The Developer may remove any appointed agent and/or appoint a successor at any time, in its sole discretion.

Brent Ray is hereby appointed as the initial agent for the Developer pursuant to this Declaration.

(f) This Declaration shall be interpreted according to the laws of the Commonwealth of Kentucky and the Madison Circuit Court shall have exclusive venue and jurisdiction over the parties and any dispute arising out of this Declaration or the enforcement hereof.

More Restrictive Requirements. Notwithstanding anything contained in this Declaration to the contrary, in the event that the ordinances, regulations or requirements of the Richmond Development Ordinance, or any Restrictive Covenants adopted or imposed by any purchaser of a Tract, impose requirements on a Tract or Lots that are more restrictive than these Restrictive Covenants, then the terms which are the more restrictive or demanding shall control. Developer's obligation to consent or give approval to a request of a Lot owner or lessee shall always be subject to and limited by the terms and conditions of those other provisions.

No Developer Liability. Developer, its assigns or successors in interest, shall not be liable in damages or otherwise to anyone submitting plans, specifications and uses to it for approval, or to any occupant of a Lot, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans, specifications and uses. Every person who submits plans, specifications and uses to Developer for approval agrees, by submission of such plans, specifications and uses, and every occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit against Developer by reason of Developer's approval or disapproval or failure to approve any such plans, specifications and uses submitted to Developer.

Term; Restrictions Run with Land.

(a) Unless canceled, altered, modified or amended under the provisions of this Declaration, these restrictions, covenants, easements and conditions are to run with the land and shall be binding on all parties claiming under them.

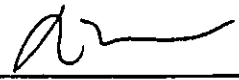
(b) These restrictions, covenants, easements and conditions may be canceled,


altered, modified and amended by Developer at any time, and from time to time, as long as Developer owns any part of the Property; provided, however, any cancellation, alteration, modification or amendment made by Developer shall not (i) apply retroactively, except to clarify any inconsistencies in this Declaration, which clarification shall apply retroactively, (ii) be more restrictive than the restrictions set forth herein, (iii) not increase or decrease the obligations of any owner or lessee of any Lot and (iii) shall be consistent with the general purpose of these restrictions, covenants, easements and conditions in maintaining and promoting the value of the property in the Development. In addition, these restrictions, covenants, easements and conditions, as they may apply to Lot(s) within a Tract may be altered, modified or amended at any time by the affirmative action of the fee owners of 75% or more of the owners of Lots in that Tract; provided, however, that so long as Developer owns any part of the Development, no such alteration, modification or amendment shall be effective without the written approval of Developer.

(c) No alteration, extension, modification or amendment of these restrictions, covenants, easements and conditions shall be effective until the proper written instrument as required by this Declaration has been executed, acknowledged and recorded in the office of the Clerk of Madison County, Kentucky.

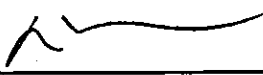
The Pavilion @ Golden Leaf, LLC

Pace/Ramsey, LLC

By: 
Brent Ray, Member

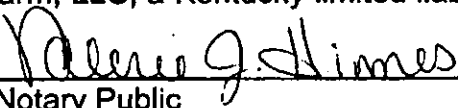
By: 
Brent Ray, Member

Breshear Farm, LLC

By: 
Brent Ray, Member

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

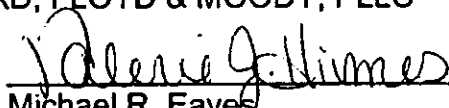
The foregoing Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 14th day of November, 2006, by Brent Ray in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.


Notary Public

My Commission Expires: 2 / 15 / 2010

PREPARED BY:
SWORD, FLOYD & MOODY, PLLC

By:


Michael R. Eaves
Nora J. Shepherd
Valerie J. Himes

ADDRESS: 218 West Main Street
Post Office Box 300
Richmond, Kentucky 40476-0300
Telephone: 859-623-3728

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DOCUMENT NO: 378898
RECORDED ON: NOVEMBER 14, 2006 02:12:51PM
TOTAL FEES: \$55.00
COUNTY CLERK: WILLIAM E GABBARD
COUNTY: MADISON COUNTY
DEPUTY CLERK: LORENA BURNS 17
BOOK MC213 PAGES 611 - 627

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DEVELOPERS CONSENT

The Developers, The Pavilion @ Golden Leaf, LLC, Pace/Ramsey, LLC and Breshear Farm, LLC, all of which are Kentucky limited liability companies hereby consent to the following:

1. Notwithstanding any provision of the Declaration of Restrictive Covenants found of record of Miscellaneous Book 213, Page 611 in the office of the Madison County Clerk, as amended, Lots 25 and 26 of October Glory @ Golden Leaf, described in Plat Book 27 at Page 204 in Madison County Clerk's office, may have access for ingress and egress onto Pavilion way.

2. That to the extent the Declaration of Restrictive Covenants found of record in Miscellaneous Book 213, Page 611 in the office of the Madison County Clerk are inconsistent with the terms of this Consent, they are hereby amended.

The Developers have given their consent this 9 day of March, 2017.

THE PAVILION @ GOLDEN LEAF, LLC

By: Allen D. Grant Jr.
Allen D. Grant Jr., a Member

PACE/RAMSEY, LLC

By: Allen D. Grant Jr.
Allen D. Grant Jr., a Member

BRESHEAR FARM, LLC

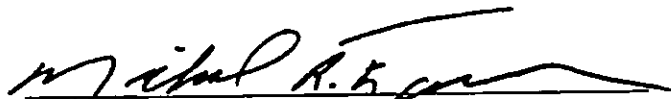
By: Allen D. Grant Jr.
Allen D. Grant Jr., a Member

COMMONWEALTH OF KENTUCKY

SCT

COUNTY OF MADISON

SUBSCRIBED, ACKNOWLEDGED, and SWORN to before me by Allen D. Grant, Jr. In his capacity as a Member of THE PAVILION @ GOLDEN LEAF, LLC, PACE/RAMSEY, LLC and BRESHEAR FARM, LLC on this the 9 day of March, 2017.



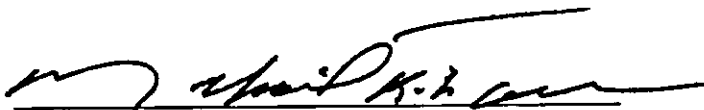
Notary Public, State-at-Large, Kentucky

My Commission Expires: 9/11/19

PREPARED BY:

EAVES, OLDS, BOHANNON & FLOYD, PLLC.

By:



Michael R. Eaves

ADDRESS: 218 West Main Street
Post Office Box 300
Richmond, Kentucky 40476-0300
Telephone: (859) 623-3728

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MADISON COUNTY
MC326 PG217

DOCUMENT NO: 2013955454
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DEPUTY CLERK: BETH HUDSON
COUNTY: MADISON COUNTY
BOOK: MC326 PAGES: 216 - 217

2

**AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS**

MADISON COUNTY
MC221 PG126

This AMENDMENT TO DECLARATION OF RESTRICTIONS is made on the date of the undersigned's signatures hereto by **THE PAVILION @ GOLDEN LEAF, LLC**, a Kentucky limited liability company, of P.O. Box 805, Richmond, Kentucky 40476; and **PACE/RAMSEY, LLC**, a Kentucky limited liability company, of P.O. Box 805, Richmond, Kentucky 40476; **BRESHEAR FARM, LLC**, a Kentucky limited liability company, of P.O. Box 805, Richmond, Kentucky 40476, and said companies' successors, agents and assigns, all hereinafter collectively referred to as "Developer."

WITNESSETH, THAT WHEREAS, Developer is now the owner of certain real property located in Richmond, Madison County, Kentucky, and known as the Pavilion @ Golden Leaf Subdivision, which is more particularly described by a Plat thereof recorded on November 8, 2006, in Plat Book 24 at Page 43, by a Plat recorded on November 27, 2006, in Plat Book 24 at Page 54; and by a Plat recorded July 18, 2007, in Plat Book 24 at Page 197, all in the office of the Madison County Clerk, hereinafter referred to as the "Development"; and

WHEREAS, the Development is subject to the Declaration of Restrictive Covenants for The Pavilion @ Golden Leaf Subdivision, adopted by Developer and recorded in the Madison County Clerk's Office in Miscellaneous Book 213 at Page 611 ("Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration, the Developer wishes to amend certain provisions of the Declaration as more particularly detailed in this Amendment.

NOW, THEREFORE, the following amendments to the Declaration are made and declared to apply to all Tracts and Lots or portions thereof in the Development, as said terms are defined in the Declaration, and said restrictions and covenants shall run with the land:

1. *Section III. Single-Family, Two Family and Multiple-Family Dwellings, Exterior Construction, subsection (b) Retaining walls*, is hereby amended in its entirety as follows:

(b) *Retaining walls*. Any retaining wall extending located on any Lot shall be constructed of keystone block, provided that all such retaining walls within the same Tract shall be the same color and texture of keystone block and consistent throughout the entire Tract.

2. *Section III. A. Single-Family*, is hereby amended to include the following provision:


Exterior materials. In addition to the exterior building materials permitted in Section III of this Declaration for Single-Family, Two-Family and Multiple-Family Dwellings, vinyl siding may be utilized as an exterior building material on Single-Family Residential Lots within the Development.


3. That except as amended hereby, the terms of the Declaration shall remain in full force and effect, unaffected by the terms hereof.

Developer:


The Pavilion @ Golden Leaf, LLC

Pace/Ramsey, LLC

By: 
Brent Ray, Member


By: 
Brent Ray, Member

Breshear Farm, LLC

By: 
Brent Ray, Member

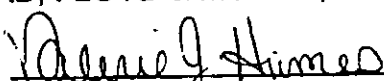
STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 18th day of July, 2007, by Brent Ray in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.


Notary Public

My Commission Expires: 8 130 190

PREPARED BY:
SWORD, FLOYD & MOODY, PLLC

By: 
Valerie J. Himes

ADDRESS: 218 West Main Street
Post Office Box 300
Richmond, Kentucky 40476-0300
Telephone: 859-623-3728

DOCUMENT NO: 392739
RECORDED ON: JULY 19, 2007 10:41:31AM
TOTAL FEES: \$13.00
COUNTY CLERK: WILLIAM E GABBARD
DEPUTY CLERK: LORENA BURNS
BOOK MC221 PAGES 126 - 127

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MADISON COUNTY
MC229 PG82

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

This AMENDMENT TO DECLARATION OF RESTRICTIONS is made on the date listed below by all the Members of **THE PAVILION @ GOLDEN LEAF, LLC**, a Kentucky limited liability company; and **PACE/RAMSEY, LLC**, a Kentucky limited liability company; and **BRESHEAR FARM, LLC**, a Kentucky limited liability company, all of P.O. Box 805, Richmond, Kentucky 40476, and said companies' successors, agents and assigns, all hereinafter collectively referred to as "Developer."

WITNESSETH, THAT WHEREAS, Developer is the developer and as of the date hereof owns a portion of certain real property known as The Pavilion @ Golden Leaf Subdivision located in Richmond, Madison County, Kentucky, which development is more particularly described in and is subject to the Declaration of Restrictive Covenants for The Pavilion @ Golden Leaf Subdivision, adopted by Developer and recorded in the Madison County Clerk's Office in Miscellaneous Book 213 at Page 611 ("Declaration"); and

WHEREAS, on or about July 19, 2007, an Amendment to the Restrictions was recorded in Miscellaneous Book 221 at Page 126, in the Madison County Clerk's Office ("Amendment"); and

WHEREAS, pursuant to the provisions of the Declaration, the Developer wishes to amend certain provisions of the Declaration as more particularly detailed in this Second Amendment.

NOW, THEREFORE, the following amendments to the Declaration and Amendment are made and declared to apply to all Tracts and Lots or portions thereof in the Development, as said terms are defined in the Declaration and Amendment, and said restrictions and covenants shall run with the land:

1. *Section III. Single-Family, Two Family and Multiple-Family Dwellings, Exterior Construction, (D) Condominiums*, is hereby amended in its entirety as follows:

On any Tract indicated on the Plat to be for "Condominium" use, all Lots developed therein shall be used exclusively for the following and for no other use:

- (1) construction of single-family residential occupancy, under the control of a common condominium regime; or
- (2) assisted living facilities, including but not limited to facilities which provide for individual living spaces and common areas for dining and social activities.

For the above permitted uses, the following additional restrictions shall apply:

Density. There shall be no more than twelve (12) residential units per gross acre in any Condominium Tract.

Limitation on buildings. There shall not be erected or maintained on any Condominium Lot any structure of any kind other than a condominium or assisted living facility and appurtenant garages and storage facilities.

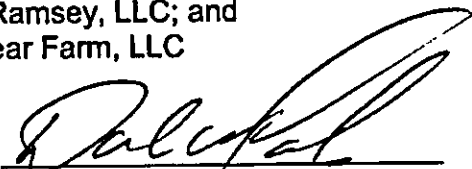
Lot size and setbacks. The dimensional requirements, lot size, setbacks, and similar requirements for any Lot in a condominium residential tract in the Development shall comply with those dimensional requirements set forth in the Richmond Development Ordinance for an R-3 zone except that the percentage of each Condominium Lot comprised of green space shall be determined by the Developer.

2. That except as amended hereby, the terms of the Declaration shall remain in full force and effect, unaffected by the terms hereof.

WITNESS the undersigned's signatures on this 20th day of March, 2008.


Developer:

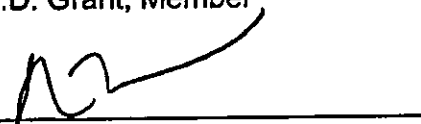
The Pavilion @ Golden Leaf, LLC
Pace/Ramsey, LLC; and
Breshear Farm, LLC

By: 
Dale W. Combs, Member

By: 
Wendell Combs, Member

By: 
A.D. Grant, Member

By: 
Allen D. Grant, Jr., Member

By: 
Brent Ray, Member

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 20th day of March, 2008, by Dale W. Combs in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky

limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.

Valerie J. Himes
Notary Public

My Commission Expires: 2 / 15 / 2010.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 20th day of March, 2008, by Wendell Combs in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.

Valerie J. Himes
Notary Public

My Commission Expires: 2 / 15 / 2010.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 20th day of March, 2008, by A.D. Grant in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.

Valerie J. Himes
Notary Public

My Commission Expires: 2 / 15 / 2010.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 20th day of March, 2008, by Allen D. Grant, Jr. in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.

Valerie J. Himes
Notary Public

My Commission Expires: 2 / 15 / 2010.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

The foregoing Amendment to Declaration of Restrictive Covenants was subscribed, acknowledged and sworn to before me this 20th day of March, 2008, by Brent Ray in his capacity as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company; and in his capacity as Member of Pace/Ramsey, LLC, a Kentucky limited liability company; and in his capacity as Member of Breshear Farm, LLC, a Kentucky limited liability company, Developer.

My Commission Expires: 2/15/2010 Valerie J. Himes
Notary Public

PREPARED BY:
SWORD, FLOYD & MOODY, PLLC

By: Valerie J. Himes
Valerie J. Himes

ADDRESS: 218 West Main Street
Post Office Box 300
Richmond, Kentucky 40476-0300
Telephone: 859-623-3728

O:\EAVES\Grant, Allen D., Sr\Duncannon Lane PUD Development (Pavillon @ Golden Leaf)\PUD-Restrictions\Forms-Restrictions\Second Amendment to Restrictions 3-2008.wpd

DOCUMENT NO: 485359
RECORDED ON: MARCH 20, 2008 03:14:42PM
TOTAL FEES: \$16.00
COUNTY CLERK: WILLIAM E GABBARD
COUNTY: MADISON COUNTY
DEPUTY CLERK: LORENA BURNS
BOOK MC229 PAGES 82 - 85

1973 647

County 502-03 st

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Easement and Right-of-Way Agreement (hereinafter "Agreement") is made and entered into by and between BESSIE L. MAUR, whose address is DUNBARSON LANE, RICHMOND KY, and situated in MADISON County, Kentucky (hereinafter "Grantor") and DELTA NATURAL GAS COMPANY, INC., a Kentucky corporation with its principal offices located at 3617 Lexington Road, Winchester, Clark County, Kentucky 40391 (hereinafter "Grantee").

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby convey unto Grantee, its successors and assigns forever, a perpetual easement and permanent right-of-way under, over and across certain lands of Grantor situated in the County of MADISON, Commonwealth of Kentucky. This easement is a strip of land 10 feet wide, being a portion of the land acquired by Grantor by deed or document dated 1973, of record in the MADISON County Court Clerk's Office at W-11 Book 16, Page 507, and more particularly described as follows:

Beginning at a point at the east property line approximately 49 feet off center line of Dunbarson Lane and extending west to the west property line and Maccaud property line and parallel with the south property line and Dunbarson Lane being approximately 5 feet off track.

Grantee will furnish face tap at anytime. GDB

RECEIVED
MADISON COUNTY CLERK
DEC 9 8 39 AM 1973

Grantor warrants general title to the easement granted herein. Grantor conveys said easement and right of way unto Grantee for the purpose of laying, constructing, inspecting, maintaining, operating, altering, repairing, rebuilding, replacing and removing natural gas gathering, distribution and transmission lines including all fittings, valves, equipment and appliances appurtenant thereto.

^{had} Grantee shall have an unrestricted right of ingress and egress upon the ~~remaining lands~~ of Grantor for the purpose of exercising the rights granted in this Agreement. ^{had} Grantee shall use the most direct feasible route, including but ~~not limited to existing driveways~~, gates and other available access routes, in the exercise of its right of ingress and egress over said land of Grantor.

Grantor shall continue in use and enjoyment of the land which will not interfere with the rights of the Grantee under this Agreement. However, Grantor agrees that no excavation, change of grade or water impoundment will be made and no structures, ~~tees~~, dwellings or other obstructions will be erected or placed on the permanent right-of-way and easement granted herein without the prior written consent of Grantee. Grantee shall have the right to remove trees, brush and other obstructions or obstacles located upon the land subject to the easement and right-of-way which might interfere with Grantee's full exercise of its rights granted in this Agreement.

Grantee shall use due care in the exercise of its rights under this Agreement to prevent damage to Grantor's land. Grantee agrees to pay for damages to crops, pasture, fence, timber, livestock and all other personal property directly resulting from the exercise of its rights under this Agreement.

This Agreement covers all of the agreements between the parties, no other representations have been made by the parties and there have been no modifications, additions to or changes in the terms of this Agreement.

In Witness Whereof, executed on this the 2nd day of Sept, 1993.

Bessie L. Nave
GRANTOR

GRANTOR

GRANTOR

GRANTOR

Jeff Baugh
AUTHORIZED REPRESENTATIVE OF GRANTEE

ACKNOWLEDGEMENT

STATE OF KENTUCKY)
COUNTY OF Madison

I, Dean D. Byrd, a Notary Public in and for the State of Kentucky, do hereby certify that the foregoing Agreement was produced before me and acknowledged before me by BESSIE L. NAVE

who acknowledged the same to be of free and voluntary act and deed and that satisfactory evidence was produced that the persons acknowledging the Agreement were the persons described herein and were the persons who executed this Agreement. Witness my hand and notary seal on this the 2nd day of Sept, 1993.

Dean D. Byrd
NOTARY PUBLIC

My Commission Expires 7-20-96.

STATE OF KENTUCKY)
COUNTY OF Madison

This foregoing instrument was acknowledged before me this 2nd day of Sept, 1993, by Jeff Baugh, an authorized representative of Delta Natural Gas Company, Inc.

Dean D. Byrd
NOTARY PUBLIC

My Commission Expires 7-20-96.

THIS INSTRUMENT PREPARED BY:
Robert M. Watt III

Robert M. Watt III
Stoll, Keenon & Park
201 East Main Street
Lexington, Kentucky 40507-1380

Recorded this the 9 day of Dec., 1993
Madison County Clerk MARY JANE GINTER
By Mary M. Young D.C.

BOOK 440 PAGE 96

**FOURTH AMENDMENT TO RESTRICTIVE COVENANTS AND
ASSIGNMENT OF DEVELOPMENT RIGHTS**

THIS FOURTH AMENDMENT TO RESTRICTIVE COVENANTS AND ASSIGNMENT OF DEVELOPMENT RIGHTS (the "Amendment") is made and entered into this 31st day of January, 2023, by and between **THE PAVILION @ GOLDEN LEAF, LLC**, a Kentucky limited liability company, whose mailing address is 408 Jason Drive, Suite 101, Richmond, Kentucky 40475, and **PACE/RAMSEY, LLC**, a Kentucky limited liability company, for itself and as successor by merger to **BRESHEAR FARM, LLC**, a Kentucky limited liability company, whose mailing address is 2006 Corporate Drive, Suite 1, Richmond, Kentucky 40475 (collectively the "Developers"); **UNITED PROPERTY HOLDINGS, LLC**, a Kentucky limited liability company, whose mailing address is 351 United Court, Lexington, Kentucky 40509 ("UPH"); and **BALL HOMES, LLC**, a Kentucky limited liability company, whose mailing address is 3609 Walden Way, Lexington, Kentucky 40517 ("Ball").

WITNESSETH:

WHEREAS, Developers are the "Developer" pursuant to the Declaration of Restrictive Covenants of record in Miscellaneous Book 213, Page 611, as amended by that Developers Consent of record in Miscellaneous Book 326, Page 216, as amended by that Amendment to Declaration of Restrictive Covenants, of record in Miscellaneous Book 221, Page 126, as amended by that Second Amendment to Declaration of Restrictive Covenants, of record in Miscellaneous Book 229, Page 82, and as amended by that Third Amendment to Declaration of Restrictive Covenants, of record in Miscellaneous Book 394, Page 114, all in the office of the Madison County Clerk (collectively the "Restrictions");

WHEREAS, UPH is the owner of the tract more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "UPH Tract"), and Ball is the owner of the tract more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Ball Tract");

WHEREAS, pursuant to Article V. of the Restrictions, the Restrictions may be altered, modified or amended as they may apply to "Lots" (as defined by the Restrictions") within a "Tract"

(as defined by the Restrictions”) at any time by the affirmative action of the fee owners of 75% or more of the owners of Lots in that Tract;

WHEREAS, UPH and Ball are the owners of all the Lots within the UPH Tract and the Ball Tract;

WHEREAS, pursuant to Article V. of the Restrictions, Developers may assign any and all rights, powers and reservations of Developers under the Restrictions to one or more persons; and

WHEREAS, Developers, UPH and Ball desire to amend the Restrictions, and Developers desire to assign any development rights under the Restrictions to UPH and Ball with respect to the UPH Tract and the Ball Tract, respectively.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Article III., Section A. subsection “*Lot size and setbacks*” of the Restrictions is hereby amended to read in its entirety as follows:

Lot size and setbacks. No Single-family dwelling shall be constructed on a Lot that is less than 7000 square feet. No building shall be located on any Lot closer than twenty-five (25) feet or further than fifty (50) feet to the front Lot line or closer than fifteen (15) feet to the rear Lot line. The minimum Lot width at the front right-of-way line shall be fifty (50) feet. The maximum building height shall be thirty-five (35) feet. No building shall be constructed closer than five (5) feet to the side Lot line.

2. Developers assign to UPH, its successors and assigns, any and all rights, powers and reservations reserved to Developers as the “Developer” in the Restrictions with respect to the UPH Tract. UPH does hereby accept the assignment of rights, powers and reservations as set forth herein. UPH acknowledges that the rights, powers and reservations as a “Developer” as set forth in the Restrictions assigned hereby shall only apply to the UPH Tract.

3. Developers assign to Ball, its successors and assigns, any and all rights, powers and reservations reserved to Developers as the “Developer” in the Restrictions with respect to the Ball Tract. Ball does hereby accept the assignment of rights, powers and reservations as set forth herein. Ball acknowledges that the rights, powers and reservations as a “Developer” as set forth in the Restrictions assigned hereby shall only apply to the Ball Tract.

4. Except as specifically modified by this Amendment, all terms, covenants and conditions of the Restrictions shall otherwise remain in full force and effect, and Developers, UPH and Ball ratify and affirm the terms and conditions of the Restrictions, as amended hereby. Except as specifically provided in this Amendment, the Restrictions shall remain in full force and effect. In the event that any term, covenant or condition contained in the Restrictions conflicts with the terms, covenants or conditions contained in this Amendment, then the terms, covenants and conditions of

this Amendment shall govern and prevail. All capitalized terms used in the Amendment not otherwise defined herein shall have the meaning(s) set forth in the Restrictions.

5. This Amendment shall run with the UPH Tract and the Ball Tract and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. This Amendment and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky, without reference to its principles of conflicts of law or choice of law.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Developers, UPH and Ball have executed this Amendment as of the day and year first above written.

THE PAVILION @ GOLDEN LEAF, LLC,
a Kentucky limited liability company

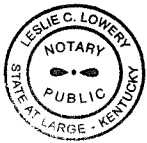
BY: [Signature]
Dale Combs, its Member

BY: [Signature]
Wendell E. Combs, its Member

COMMONWEALTH OF KENTUCKY
COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me this the 31st day of January, 2023, by Dale Combs, as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

My Commission Expires: 9/13/23



Leslie C. Lowery
NOTARY PUBLIC
State at Large, Kentucky
ID # 630445
My Commission Expires
September 13, 2023

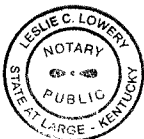
[Signature]
NOTARY PUBLIC

Notary Number: 630445

COMMONWEALTH OF KENTUCKY
COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me this the 31st day of January, 2023, by Wendell E. Combs, as Member of The Pavilion @ Golden Leaf, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

My Commission Expires: 9/13/23



Leslie C. Lowery
NOTARY PUBLIC
State at Large, Kentucky
ID # 630445
My Commission Expires
September 13, 2023

[Signature]
NOTARY PUBLIC

Notary Number: 630445

[Remainder of Page Intentionally Blank]

PACE/RAMSEY, LLC, a Kentucky limited liability company, for itself and as successor by merger to **BRESHEAR FARM, LLC**, a Kentucky limited liability company

BY: A. T. Grant Holding, Co., LLC, its Member

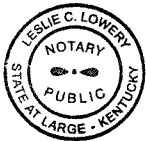
BY: *Allen Grant, Jr.*
Allen Grant, Jr., its Member/Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me this the 31st day of January, 2023, by Allen Grant, Jr., as Member and Manager of A. T. Grant Holding Co., LLC, as the sole Member of Pace/Ramsey, LLC, a Kentucky limited liability company, for itself and as successor by merger to Breshear Farm, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

My Commission Expires: 9/13/23



Leslie C. Lowery
NOTARY PUBLIC
State at Large, Kentucky
ID # 630445
My Commission Expires
September 13, 2023

Leslie C. Lowery
NOTARY PUBLIC

Notary Number: 630445

[Remainder of Page Intentionally Blank]

UNITED PROPERTY HOLDINGS, LLC,
a Kentucky limited liability company

BY: [Signature]

ITS: MEMBER/MANAGER

COMMONWEALTH OF KENTUCKY

COUNTY OF SCOTT

The foregoing instrument was subscribed, sworn to and acknowledged before me this the 13th day of January, 2023, by DOUG CHARLES as MEMBER/MANAGER of United Property Holdings, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

My Commission Expires: JAN. 11, 2027

[Signature]
NOTARY PUBLIC JOHN S. LANKFORD
STATE AT LARGE, KY

Notary Number: KYNP63905

[Remainder of Page Intentionally Blank]

BALL HOMES, LLC,
a Kentucky limited liability company

BY: _____

ITS: President

COMMONWEALTH OF KENTUCKY

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me this the 3rd day of January, 2023, by D. Ray Ball, Jr. as President of Ball Homes, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

My Commission Expires: 2/23/24



Catherine Combs
NOTARY PUBLIC

Notary Number: 43760

[Remainder of Page Intentionally Blank]

This instrument was prepared by:

STOLL KEENON OGDEN PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
(859) 231-3000


By: 
Richard A. Nunnelley

EXHIBIT "A"

Being Tracts 3 and 4 of the Pavilion @ Golden Leaf Subdivision and being more particularly described by Plat Book 24 at Page 43, in the Madison County Clerk's office.

Less and except:

Being all of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of Phase II of Arbor Woods, as shown on the Final Plat for Arbor Woods, Phase II, Richmond, Madison County, Kentucky, dated 20 Oct., 2022, as prepared by Abacus Engineering and Land Surveying, Richmond, Kentucky, and filed of record on December 6, 2022 in Plat Cabinet No. 30, Slide 289, in the Madison County Clerk's Office, Madison County, Kentucky.

Being a portion of the same property conveyed to United Property Holdings, LLC, a Kentucky limited liability company, by General Warranty Deed dated April 15, 2022, of record in Deed Book 821, Page 659, in the office of the Madison County Clerk.

EXHIBIT "B"

Being all of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of Phase II of Arbor Woods, as shown on the Final Plat for Arbor Woods, Phase II, Richmond, Madison County, Kentucky, dated 20 Oct., 2022, as prepared by Abacus Engineering and Land Surveying, Richmond, Kentucky, and filed of record on December 6, 2022 in Plat Cabinet No. 30, Slide 289, in the Madison County Clerk's Office, Madison County, Kentucky.

Being a portion of the same property conveyed to Ball Homes, LLC, a Kentucky limited liability company, by Deed dated December 20, 2022, of record in Deed Book 832, Page 776, in the office of the Madison County Clerk.