

*Nick McBride*  
Register of Deeds  
Knox County

This instrument prepared by:  
Ball Homes, LLC  
3609 Walden Drive  
Lexington, Kentucky 40517  
Please return to preparer after recording

Knox County, TN      Page: 1 of 16  
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**202312050028411**

**NINTH AMENDMENT TO DECLARATION  
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS  
FOR  
WESTLAND OAKS SUBDIVISION**

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WESTLAND OAKS SUBDIVISION (herein the "Amendment") is entered into and effective as of November 30<sup>th</sup>, 2023, 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 Westland Oaks Subdivision (the "Subdivision") dated as of June 19, 2019, recorded as Instrument No. 201906190075428, as amended by that certain First Amendment dated December 1, 2019, recorded as Instrument No. 201912040038125, that certain Second Amendment dated February 7, 2020, recorded as Instrument No. 202002180054852, that certain Third Amendment dated February 17, 2021, recorded as Instrument No. 202103180076144, that certain Third [sic]<sup>1</sup> Amendment dated February 17, 2021, recorded as Instrument No. 202112030044673, that certain Fourth [sic] Amendment dated March 22, 2021, recorded as Instrument No. 202203230072884, that certain Fifth [sic] Amendment dated March 10, 2022, recorded as Instrument No. 202203230072885, that certain Sixth [sic] Amendment dated April 6, 2022, recorded as Instrument No. 202204070077179, and that certain Seventh [sic] Amendment dated December 9, 2022, recorded as Instrument No. 202212090033975, each of record in the Knox County Register's office (collectively 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

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<sup>1</sup> Typographical error in numbering of amendments. Noted amendment should have been titled the Fourth Amendment, which thereby caused subsequent recordings to also be erroneously titled. This amendment acknowledges said errors and is accurately titled as the Ninth Amendment. There is no amendment titled Eighth Amendment.

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 Westland Oaks 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 as 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]*

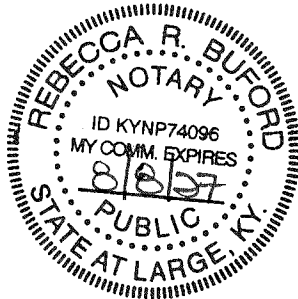
**BALL HOMES, LLC,**  
a Kentucky limited liability company


By:   
Lisa Ball, Vice President

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this the 30<sup>th</sup> day of November, 2023, 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

## True Copy Certification

I, Suzette Byrd, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to the law on this 30 day of November, 2023.

Suzette Byrd  
Affiant Signature

12.5.2023  
Date

State of TN

County of KNOX

Sworn to and subscribed before me this 5 day of Dec, 2023

Debora Jones  
Notary Signature

MY COMMISSION EXPIRES: 4.7.2026  
Notary's Seal (if on paper)

