

**Amended Declaration of Restrictive Covenants
Villages of Ballard Glen Subdivision (Section 1)
Oldham County, Kentucky**

This Declaration is made and entered into this 16th day of December, 2011 by **Heritage Properties, LLC**, of 2323 Ring Road, Elizabethtown, Kentucky, 42701 (hereinafter "Heritage"), **71 Land Group, LLC**, of 6100 Breeze Hill, Crestwood, Kentucky 40014 (hereinafter "71 Land"), and **Matthew and Katherine Thompson** of 4400 East Highway 22, Smithfield, Kentucky 40068 (hereinafter "Thompson").

Whereas, the Villages of Ballard Glen Subdivision is currently plated as Lots 1-21 of **Section 1** per the Plat and Subdivision Book 6, Page 96, and Book 6, Page 103, per the Plat and Subdivision Book 6, Page 107, all of record in the Oldham County Clerk's Office (hereinafter "the Property");

Whereas, Heritage owns Lots 5-6, 7, 8, 10, 11, 12, 13, 16, 17 and 21 of Section 1 per a Deed dated July 23, 2009, and of record in Deed Book 956, Page 38, in the aforesaid clerk's office;

Whereas, 71 Land owns Lots 1, 2, 19, and 20 of Section 1 per a Deed dated November 23, 2010, and of record in Deed Book 986, Page 521, in the aforesaid clerk's office;

Whereas, Thompson owns Lot 4 of Section 1 per a Deed dated November 23, 2010, and of record in Deed Book 986, Page 483, in the aforesaid clerk's office;

Whereas, restrictions have been filed against the Lots in Section 1 of the Property pursuant to restrictions filed in R9, Page 318, R9, Page 455, and R9, Page 562, all in the aforesaid clerk's (hereinafter "the Restrictions")

Whereas, pursuant to Section 6.3 (a) of the Restrictions, the same may be amended in whole or in part by agreement of at least seventy-five (75%) of the Lot Owners;

Whereas, Heritage, 71 Land, and Thompson own more than seventy-five (75%) of the Lots in Section 1, and said parties desire to amend the Restrictions in whole and shall hereinafter be referred to collectively as "Declarants";

WITNESSETH:

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarants hereby amend the Restrictions pertaining to the Property in whole so as to reads as follows:

All of the Property will be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and will inure to the benefit of each Owner.

ARTICLE I. DEFINITIONS

Section 1. The term "Association" refers to **Ballard Glen Community Association, Inc.**, its successors and assigns.

Section 2. The term "Owners" refers to the record Owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. The term "Property" refers to the real property described above and any additions that may later be brought within the jurisdiction of the Association.

Section 4. The term "Common Area" refers to all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. The term "Declarants" refers to the parties described above.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner will have a right and easement of enjoyment in and to the Common Area which will be appurtenant to and will pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot

remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for those purposes and subject to those conditions as agreed to by the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants, or contract purchasers who reside on the property.

Section 3. The Association is authorized to adopt and modify from time to time rules and regulations for the use of the Common Area. No Owner shall do or permit be done or kept on or in the Common Area which might result in cancellation of insurance or which would be noxious, harmful or unreasonably offensive to other Owners as determined by the Association in its sole discretion. The use of the Common Area and any improvements thereon, shall be at the risk of the user and the Association and its affiliated representatives, shall not be liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use thereof.

Section 4. Equestrian Common Areas. There are equestrian common areas on the Property, which may be used for equestrian and other limited purposes. No vehicles powered by battery or gasoline engines shall be used on the Common Areas, subject to rules and regulations promulgated by the Association. The Association may lease portions of the Common Area for boarding for the purpose of providing boarding, feeding, training, and riding lessons.

Section 5. The Association shall not disband or dissolve without the prior written consent of the Oldham County Health Department, or successor county agency, and applicable state agency.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment will be a member of the Association. Membership will be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association will have two classes of voting membership:

Class A. Class A members will be all Owners and will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all those persons will be members. The vote for that Lot will be exercised as those multiple Owners among themselves determine, but in no event will more than one vote be cast with respect to any Lot.

Class B. The Class B members will be Heritage and Heritage will be entitled to three (3) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on June 30, 2015.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, agrees, and each Owner of any Lot by acceptance of a deed is deemed to agree to pay to the Association: (1) annual assessments on charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and will be a continuing lien on the property against which each assessment is made. The Association may file a specific lien statement in the Oldham County Clerk's Office against a Lot of any Owner who fails to pay the assessment provided for herein after the same have been delinquent more than ninety (90) days. Each assessment, together with interest, costs, and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments will not pass to successors in title unless expressly assumed by them, but shall be a lien against the Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. As of January 1 of 2012, the maximum annual assessment will be \$300 per Lot.

(a) From and after January 1, 2012, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 20% by a vote of 50% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property, provided that any special assessment must have the assent of 50% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 must be sent to all members not less than 60 days prior to any such meeting. At the first meeting called, the presence of members or of proxies entitled to cast 50% of all the votes of each class of membership will constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be 25% of the required quorum at the preceding meeting. No subsequent meeting may be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for will commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment will be sent to every Owner subject to the assessment. The due dates will be established by the Board of Directors. The Association will, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within 30 days after the due date will bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for will be subordinate to the lien of any first mortgage. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure will extinguish the lien of assessments as to payments which became due prior to the sale or transfer. No sale or transfer will relieve the Lot from liability for any assessments later becoming due or from the lien.

Section 10. Exempt Property. All real property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Kentucky will be exempt from the assessments. However, no land or improvements devoted to dwelling use will be exempt from the assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure may be commenced, erected or maintained on the Properties, nor may any exterior addition to or change or alteration be made until the plans and specifications showing their nature, kind, shape, height, materials, and location have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove a design and location within 90 days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. USE RESTRICTIONS AND EASEMENTS

Section 1. No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any Lot except one single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises).

Section 2. No Lot shall be re-divided so as to construct more than one residence on any single Lot.

Section 3. Easements for the installation and maintenance of utilities and for drainage are reserved as shown in the recorded subdivision plat, and no structures or plantings shall be so located as to obstruct the free and clear use of said easements for the purposes intended unless release is so mentioned in said deed.

Section 4. A review and approval of the plans for the construction of any dwelling upon any Lot located within the subdivision must be obtained prior to construction from the Association.

Section 5. No structure of a temporary nature shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. The main above-ground floor area of any single-family residence shall not be less than 1600 square feet for a one story or ranch-style dwelling. Any residence of one & one half stories shall not be less than 1700 square feet with a minimum of 850 square feet on the main above ground floor area. Any residence of two stories shall not be less than 1900 square feet with a minimum of 900 square feet on the main above ground floor. Square footage shall be measured by the exterior dimensions of the outside main walls, and shall not include the area of any porches, garages, breezeways or finished basements areas.

Section 7. A minimum 2 car garage must be attached and be a part of the main residence. The garage must be constructed of the same or similar material. In the event the homeowner elects to have a basement garage, the opening for the entrance shall face the rear of the Lot. No single-car garages and no carports shall be permitted. Any outbuilding constructed on a Lot must be located to the rear of the Lot and the exterior must be of same or similar materials as the residence.

Section 8. Mobile homes will not be permitted to be constructed or placed on any Lot.

Section 9. All roof-lines must have a 6-12 pitch minimum.

Section 10. Exposed foundation will not be allowed after final excavation.

Section 11. No residence or other structure shall be placed upon any Lot closer than the building line for said Lot as shown by the recorded plat.

Section 12. No offensive or noxious activity shall be carried on or permitted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry shall be raised, bred, or kept upon any Lot except that dogs, cats, or other household pets may be kept, provided that they are not maintained for any commercial purposes. All animal Owners must adhere to established leash laws. Animal feces must be collected and removed by animal Owners.

Section 13. An Owner shall, at his own expense, maintain any and all drainage ditches abutting the Lot Owner's property, even though same may be within the road or utility easements. Within six months after the completion of construction of a residence upon any Lot, the Owner thereof shall construct on said Lot a sidewalk conforming to the regulations and requirements of the Oldham County Planning Commission. If said sidewalks are not required by the Oldham County Planning Commission and its regulations the foregoing restriction and requirement shall not be applicable.

Section 14. All driveways must be paved and completed within three months from completion of construction of the residence.

Section 15. All utility lines shall be underground from the property line to any structure. The exterior of all residences shall be 90% finished brick with Quoin corners on any side within street visibility, stone, drivet, hardie plank, cedar shakes or other Association-approved architectural materials. No more than 10% vinyl or aluminum siding. Section 16. No satellite dish or other similar-type structure shall be permitted within view of any street or any other residence within the subdivision.

Section 17. Any fencing on a Lot shall be restricted to the rear yard area of each Lot and shall not exceed nearer the front Lot line of the foundation of the house erected thereon. Any fence erected shall be primarily of stone, brick, or rock. Vinyl, wood, or decorative wrought iron, fencing may be used in conjunction with the primary materials only and

must be approved by the Association. No chain link fencing of any kind will be allowed. Wood fences shall be allowed as enclosures for retention basis within the subdivision.

Section 18. Only in-ground swimming pools will be allowed. No pools shall be allowed that are constructed above the ground level. Decorative wrought iron fencing shall be allowed around pool area without approval of the plan by the Association.

Section 19. No automobile which is not in running condition shall be parked upon any Lot or street, unless housed in Owner's garage. Each Lot shall provide sufficient off-street parking, and no regular parking of automobiles upon the street shall be allowed.

Section 20. No signs of any kind shall be displayed to the public view on any Lot except a sign advertising the property for sale or rent or sign used by the builder to advertise the property during the construction and sale.

Section 21. There shall be a maximum construction period for each dwelling not to exceed one year from the start to completion.

Section 22. Each Owner shall clear the Lot of underbrush, and the Lot shall be kept mowed and properly maintained. Any vacant Lot shall be mowed three times per year. No grass clippings or residue shall be left on the street. Any garden must be placed in rear of Lot.

Section 23. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be regularly kept on any Lot unless it is housed in a garage or basement.

Section 24. Each Owner of a Lot shall at its sole cost and expense repair his residence, keeping same in a condition comparable to the condition of each residence at the time of its initial construction, excepting only normal wear and tear. No trade or business of any kind and no professional practice shall be conducted upon any Lot within the subdivision.

Section 25. All Owners, defined as being a record title holder of a Lot in the Property, shall be members of the Ballard Glen Community Association, Inc., which Association has been formed for the protection, maintenance, and improvement of the subdivision and its common areas, and said Owners shall pay all assessments, fees and dues duly adopted by the homeowners association according to its bylaws. The requirement of membership shall be a covenant running with the land and shall be binding upon all Owners for the full period of time they own a Lot or Lots in said subdivision. Ballard Glen Community Association, Inc., or its designee, shall be authorized to file a lien in the Oldham County Clerk's Office against the Lot of any Owner for unpaid homeowners association dues, thirty days after notice of default in payment of such dues is made in writing to the Lot Owner. Ballard Glen Community Association, Inc. may delegate and assign its duties and responsibilities to a third party company for purposes of billing and performing the duties described in this paragraph.

Section 26. All mailboxes and newspaper receptacles shall be of uniform design, at the cost of the Lot Owner, but installation of which shall be through a contractor selected by the Association in order to maintain uniformity.

Section 27. Drainage of each Lot shall conform to the general drainage plans for the Section and Subdivision. No construction upon a Lot by a Lot Owner or any builder shall cause storm water to drain upon any adjacent Lot or upon any land adjacent to the Lot unless appropriate easements have been provided for such drainage, or such drainage is otherwise allowed by local ordinances. No storm water, drains, roof downspout or ground water shall be introduced into the sanitary sewage system. All connections for sanitary sewer, water, and storm water on each Lot shall be made with watertight joins and otherwise in accordance with all applicable plumbing and building code requirements. No hazardous substances shall be dumped or introduced into the sanitary or storm sewer system for the Subdivision, or otherwise improperly stored or disposed of on any Lot.

ARTICLE VII. Community Lateral Fields

Section 1. Certain areas within the Common Area have community lateral fields installed. Within such community lateral fields there shall be no excavation or other land disturbing activity. The Association has the express right to restrict the use of the land in which the community lateral fields are installed in order to preserve said fields and to grant easements over such land to any public utility in order to connect the Lots to a public sewer system. Advanced treatment units approved by the Oldham County Health Department, or successor county agency, shall be installed on each Lot by the Lot Owner and/or builder at their sole expense. Each Owner shall install such equipment, including pumps, to satisfy the requirements of the Oldham County Health Department or any other regulatory agency having jurisdiction over the system. There shall be a \$400 fee assessed to the Lot Owner by the Association in order to connect to the community lateral fields after an approved advanced treatment unit has been installed by the Lot Owner. After installation, the Association shall be responsible for no fewer than two (2) yearly inspections.

Section 2. The portion of any Lot used to convey wastewater to the community lateral fields shall be deemed an easement in favor of the Association, which easement may be assigned to a local sewer agency or utility in order to connect the Lots to a public sewer system. In the event of such connection to a public sewer system, each Lot Owner agrees to pay any and all charges arising out of the connection.

Section 3. The Association shall be responsible for the maintenance of the community lateral fields and pipes within the Common Area, and for the maintenance of the advanced treatment system on each Lot.

Section 4. Fifty percent (50%) of the annual Association assessments set for in Article IV shall be dedicated to the maintenance, upkeep, repair, and replacement of the advanced treatment systems and community lateral fields. Such percentage may be

increased or decreased by the Association. These funds shall be divided into three accounts: (1) Routine Maintenance Account; (2) Major Repairs Account; and (3) Sinking Fund. The Association shall have the right to spend in either the Routine Maintenance Account or Major Repairs Account as needed to maintain and repair the community lateral fields. The Association may only spend funds from the Sinking Fund with the approval of both the Cabinet of Health and Human Resources of the Commonwealth of Kentucky or a successor state agency and the Oldham County Health Department or successor county agency. The Lateral Fields funds shall be deposited in the above accounts in the following percentages:

Routine Maintenance Account:	45%
Major Repairs Account:	40%
Sinking Fund:	15%

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce a covenant or restriction will not be deemed a waiver of the right to do so.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will not affect any other provisions, which will remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration will run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 10 year period by an instrument signed by not less than 50% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.


(a) With Consent. Additional residential property and Common Area may be annexed to the Property with the consent of 75% of each class of members.

(b) Without Consent. Additional land may be annexed by Heritage without the consent of members within 10 years of the date of this instrument.

Witness the signatures of the parties hereto.

HERITAGE PROPERTIES, LLC

71 LAND GROUP, LLC

By: 
David G. Bush, Vice President
of First Federal Savings Bank,
Managing Member of Heritage
Properties, LLC

By: 
Walt Schumm, Member


Matthew Thompson


Katherine Thompson

County of Hardin

Commonwealth of Kentucky

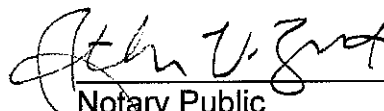
The foregoing Amended Restrictions was signed, sworn to, and acknowledged before me this 16th day of December, 2011, by David G. Bush, Vice President of First Federal Savings Bank, Managing Member of Heritage Properties, LLC, for and on behalf of the company.


Notary Public
My commission expires: 6-3-2015

County of Oldham

Commonwealth of Kentucky

The foregoing Amended Restrictions was signed, sworn to, and acknowledged before me this 29 day of December, 2011, by Walt Schumm, Member of 71 Land Group, LLC, for and on behalf of the company.

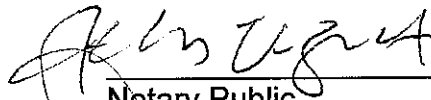

Notary Public
My commission expires: 6-3-2015

County of Oldham

OLDHAM COUNTY
R11 PG 62

Commonwealth of Kentucky

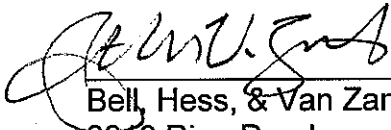
The foregoing Amended Restrictions was signed, sworn to, and acknowledged before me this 29 day of December, 2011, by Matthew Thompson and Katherine Thompson, husband and wife.



Notary Public

My commission expires: 6-3-2015

PREPARED BY:



Bell, Hess, & Van Zant, PLC
2819 Ring Road
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(270) 765-4196

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TOTAL FEES: 140.00
COUNTY CLERK: JULIE K BARR
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: NANCY DONNER
BOOK R11 PAGES 51 - 62