

THIRD AMENDMENT TO THE AMENDED DECLARATION
OF RESTRICTIVE COVENANTS FOR
THE VILLAGES OF BALLARD GLEN SUBDIVISION
(SECTIONS 1 AND 2) OLDHAM COUNTY, KENTUCKY AND
ASSENT TO ALL RESTRICTIONS HERETOFORE RECORDED AS
APPLICABLE TO THE VILLAGES OF BALLARD GLEN
SUBDIVISION, SECTION 3

This Declaration is made, entered into and effective this 31 day of October, 2017, by 71 LAND GROUP, LLC, ("Declarant"), 6100 Breeze Hill Road, Crestwood, Kentucky 40014.

WHEREAS, Declarant caused the Second Amendment to Amended Declaration of Restrictive Covenants for Villages of Ballard Glen Subdivision (Sections 1 and 2) Oldham County, Kentucky to be put to record in Restriction Book 12, Page 372, of the records of the Oldham County Court Clerk's Office, a true and correct copy of which is attached hereto as Exhibit "C"; and

WHEREAS, Declarant caused the Amended Declaration of Restrictive Covenants for Villages of Ballard Glen Subdivision (Sections 1 and 2) Oldham County, Kentucky to be put to record in Restriction Book 11, Page 499, of the records of the Oldham County Court Clerk's Office, a true and correct copy of which is attached hereto as Exhibit "B"; and

WHEREAS, said Amended Declaration of Restrictive Covenants and prior amendment of the Restrictive Covenants of record in Restriction Book 11, page 51, of the records of the Oldham County Court Clerk's Office, a true and correct copy of which is attached hereto as Exhibit "A"; and

WHEREAS, as of the date of this Third Amendment, Declarant retains controlling voting rights in the Villages of Ballard Glen Subdivision (Section 1 and 2) and the Ballard Glen Community Association, Inc. by virtue of Declarant's ownership of 21 lots and pursuant to Article III of the Amended Declaration of Restrictive Covenants for Villages of Ballard Glen Subdivision (Sections 1 and 2) Oldham County, Kentucky; and

WHEREAS, based upon the aforesaid lot ownership, Declarant has 63 votes of the total 113 votes pursuant to Article III of the Amended Declaration recorded in Restriction Book 11, page 499, referenced hereinabove; and

WHEREAS, Declarant has the right to amend the Declaration of Restrictive Covenants pursuant to Article VIII, Section 3, of the Amended Declaration of Restrictive Covenants of record in Restriction Book 11, page 51, referenced hereinabove; and

WHEREAS, the owner of the adjoining property that will comprise the Villages of Ballard Glen, Section 3, consisting of approximately 44 lots, Ballard Glen HDC, LLC, is desirous of submitting said section to these restrictions; and

WHEREAS, in consideration of the benefits derived by Ballard Glen HDC, LLC from submitting its property to and being governed by these Restrictions, it has agreed to be proportionally responsible along with the other property owners in the Villages of Ballard Glen, Sections 1 and 2 (including the Declarant) for improvements necessary to bring the subdivision roads to Oldham County Standards to allow same to be maintained by Oldham County and to further assign its rights as Developer and Declarant to the Declarant herein;

NOW THEREFORE, in accordance with the foregoing recitals which are incorporated herein and an integral part of the instrument, 71 Land Group, LLC hereby amends the restrictive covenants of the Villages of Ballard Glen, Section 1 and 2, originally set out in the Amended Declaration of Restrictive Covenants in Restriction Book R11, page 51 and subsequent amendments of record in the Oldham County Court Clerk's Office as well as any future sections of the subdivision which may be part of the development and subjected to these restrictions to include the following changes:

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS shall be amended as follows:

Section 1. Membership. Declarant and every Owner of a lot in the subdivision shall be Members of the heretofore named association. Owners and Members shall abide by the Homeowners' Association Bylaws, Articles of Incorporation (if incorporated), and the rules and regulations adopted by the Association; shall pay the assessments provided for in this Declaration when due; and shall comply with the decisions of the Homeowners' Association Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Control of the Association shall be turned over by Declarant when all conditions precedent herein are satisfied and when Declarant determines it is appropriate in Declarant's sole discretion.

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

Class A. Class A members will be all Owners except the Declarant 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. Class B members will be the Declarant and the Declarant will be entitled to ten (10) votes for each lot owned or for any lot where voting rights have been assigned. In Declarant's sole discretion, the Class B membership will cease and be converted to Class A membership on the happening of either of the following events: (a) when the total votes outstanding in the Class A membership equal the total votes in Class B membership, or (b) on June 30, 2037.

ARTICLE VIII. GENERAL PROVISIONS shall be amended as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration will run and bind with 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 ten (10) years. This Amended Declaration may be amended during the first ten (10) year period by an instrument signed by not less than 51% of the applicable votes allocated hereinabove. Any amendment must be recorded.

In addition, the following provision shall be added:

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 the Declarant or its assigns without the consent of the members within twenty (20) years of the date of this instrument.

All other numbered restrictions and parts of restrictions not specifically amended herein shall remain in full force and effect.


71 LAND GROUP, LLC


By: Managing Member

STATE OF KENTUCKY
COUNTY OF OLDHAM

The foregoing Instrument was acknowledged before me this 27 day of October, 2017, by Walt Schumm, authorized Member, 71 Land Group, LLC.

My Commission Expires: 11 | 15 | 2020


NOTARY PUBLIC,
KY STATE AT LARGE

Ballard Glen HDC, LLC, joins herein and executes the Third Amendment To The Amended Declaration Of Restrictive Covenants For The Villages Of Ballard Glen Subdivision (Sections 1 And 2) Oldham County, Kentucky and assents to all Restrictions heretofore recorded as applicable to the Villages Of Ballard Glen Subdivision, Section 3 for the purposes set out hereinabove and to assign its rights as Declarant/Developer of Section 3 to the Declarant herein.

BALLARD GLEN HDC, LLC



By: Managing Member

STATE OF KENTUCKY

COUNTY OF OLDHAM

The foregoing Instrument was acknowledged before me this 27 day of October, 2017, by Walt Schwan, authorized Member, Ballard Glen HDC, LLC.

My Commission Expires: 11/15/2020


NOTARY PUBLIC,
KY STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

D. BERRY BAXTER
BERRY, FLOYD & BAXTER, PSC
117 WEST MAIN STREET
LaGRANGE, KENTUCKY 40031
~~(502) 225-0050~~

By: 
D. Berry Baxter

SECOND AMENDMENT TO THE AMENDED DECLARATION
OF RESTRICTIVE COVENANTS FOR
THE VILLAGES OF BALLARD GLEN SUBDIVISION
(SECTIONS 1 AND 2) OLDHAM COUNTY, KENTUCKY

This Declaration is made, entered into and effective this 15th day of February, 2017, by 71 LAND GROUP, LLC, ("Declarant"), 6100 Breeze Hill Road, Crestwood, Kentucky 40014.

WHEREAS, Declarant caused the Amended Declaration of Restrictive Covenants for Villages of Ballard Glen Subdivision (Sections 1 and 2) Oldham County, Kentucky to be put to record in Restriction Book 11, Page 499 of the records of the Oldham County Court Clerk's Office; and

WHEREAS, said Amended Declaration of Restrictive Covenants and prior amendment of the Restrictive Covenants of record in Restriction Book 11, page 51 of the records of the Oldham County Court Clerk's Office; and

WHEREAS, as of the date of this Second Amendment, Declarant retains controlling voting rights in the Villages of Ballard Glen Subdivision (Section 1 and 2) and the Ballard Glen Community Association, Inc. by virtue of Declarant's ownership of 26 lots and pursuant to Article III of the Amended Declaration of Restrictive Covenants for Villages of Ballard Glen Subdivision (Sections 1 and 2) Oldham County, Kentucky; and

WHEREAS, based upon the aforesaid lot ownership, Declarant has 78 votes of the total 123 votes pursuant to Article III of the Amended Declaration recorded in Restriction Book 11, page 499 referenced hereinabove; and

WHEREAS, Declarant has the right to amend the Declaration of Restrictive Covenants pursuant to Article VIII, Section 3 of the Amended Declaration of Restrictive Covenants of record in Restriction Book 11, page 51 referenced hereinabove;

NOW THEREFORE, in accordance with the foregoing recitals which are incorporated herein and an integral part of the instrument, 71 Land Group, LLC hereby amends the restrictive covenants of the Villages of Ballard Glen, Section 1 and 2, as well as any future sections of the subdivision which maybe part of the development and subjected to these restrictions to include the following changes:


ARTICLE II. PROPERTY RIGHTS shall be amended as follows:

Section 1.(d). The Declarant shall have the right in its sole discretion to make additions, reconfigurations, amendments and withdrawals from the areas designated as Common Areas as that term is defined in Article I, Section 4 subject to any required governmental approval and proper recordation of documents necessary to reflect said addition, reconfiguration, amendment or withdrawal. Said right shall exist until such time as Class B membership voting rights as set out herein cease and said rights are converted

to Class A membership.

All other numbered restrictions and parts of restrictions not specifically amended herein shall remain in full force and effect.

71 LAND GROUP, LLC


By: Managing Member

STATE OF KENTUCKY

COUNTY OF OLDHAM


The foregoing Instrument was acknowledged before me this 14 day of February, 2017, by Walt Schumm, authorized Member, 71 Land Group, LLC.

My Commission Expires: 11 / 15 / 20


NOTARY PUBLIC,
KY STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

D. BERRY BAXTER
BERRY, FLOYD & BAXTER, PSC
117 WEST MAIN STREET
LaGRANGE, KENTUCKY 40031
(502) 225-0050

By: 

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR VILLAGES OF
BALLARD GLEN SUBDIVISION (SECTIONS 1 AND 2) OLDHAM COUNTY,
KENTUCKY**

This Declaration is made, entered into and effective as of this 31st day of March, 2015, by **71 LAND GROUP, LLC**, of 6100 Breeze Hill Court, Crestwood, KY 40014 Declarant (hereinafter 71 Land or Declarant) 71 Land Group is the Declarant, but and an owner of the lots as hereinafter stated.

WHEREAS, the Villages of Ballard Glen Subdivision is currently platted as Lots 1-21 of Section 1, per Plat Book 6, Page 96, and Plat Book 6, Page 103 (revised Section 1), and as lots 22-71 of Section 2 in Plat Book 6, Page 107, all of record in the Oldham County Court Clerk's Office (hereinafter "the Property"), and

WHEREAS, 71 Land owns 46 Lots in Section 2 of Ballard Glen Subdivision, also known as Villages of Ballard Glen, as shown on Plat Book 6, Page 107, pursuant to Deed dated December 21, 2012, recorded in Deed Book 1042, Page 507 of the aforesaid clerk's office, and **WHEREAS**, an Amended Declaration of Restrictive Covenants for the Villages of Ballard Glen Subdivision was recorded in Restrictions Book 11, Page 51 of the Oldham County Court Clerk's Office, which amended in their entirety all restrictions pertaining to the property, and

WHEREAS, pursuant to Article VIII, Section 3 of the applicable Restrictions as recorded in Restrictions Book 11, Page 51, of the Oldham County Court Clerk's Office, all restrictions may be amended in whole or in part during the first ten (10) years (until February 1, 2022) by an instrument signed by not less than 50% of the Lot Owners, and

WHEREAS, 71 Land owns 46 lots of a total of 71 lots in the subdivision or 64% and desires to further amend those Restrictions as hereinafter set forth,

WITNESSETH:

NOW THEREFORE, in accordance with the foregoing recitals which are hereby incorporated herein and an integral part of this instrument, 71 Land hereby amends the restrictions pertaining to the Villages of Ballard Glen, Sections 1 and 2, as well as any future sections of the subdivision which maybe a part of the development and submitted to these amended restrictions and those restrictions not amended in Restriction Book 11, Page 51, to include the following changes:

ARTICLE I. DEFINITIONS shall be amended as follows:

"Section 1. The term "Association" refers to Ballard Glen Community Association, Inc., its successors and assigns. Such association shall be governed and decisions made, by its Board of Directors, including all rights to make rules and regulations, and impose fees and assessments (as provided in the applicable subdivision restrictions), and be accountable for any assigned responsibilities hereunder or transferred to same by 71 Land as Declarant."

"Section 6. Declarants now refers to only 71 Land Group, LLC, its successors or assigns."

ARTICLE II. PROPERTY RIGHTS shall be amended as follows:

"Section 4. Equestrian Common Areas. There are equestrian common areas on the Property which may be used as walking trails and for equestrian and other limited purposes. No vehicles powered by battery or gasoline engines shall be used on the Common Areas, which shall be subject to rules and regulations promulgated by the Board of Directors of the Association. The Board of Directors of the Association may lease portions of the Common Area for boarding or for the purposes of feeding the horses or providing training and riding lessons. Each Lot Owner shall be entitled to board no more than one horse per Lot without the written consent of the Board of Directors of the Homeowner's Association. The fees associated with such privileges shall be paid to the Association and may be utilized for any purpose related to those common areas and subdivision."

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS shall be amended as follows:

"Section 2. The Class B members will be 71 Land Group, LLC, and 71 Land 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, 2020."

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS shall be amended as follows:

"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 30 days prior to any such meeting. At the first meeting called, the presence of members or of proxies entitled to cast 15% of all votes 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 meetings may be held more than 30 days following the preceding meeting in order to qualify for this reduced quorum. Written notice may be accomplished by email at the last known e-mail address for members. Members shall keep the Association and 71 Land informed of current e-mail addresses and any changes to same."

"Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for will commence as to all Lots as of 6/1/2013, provided, however, that the lots owned by Declarant, 71 Land Group, from date of purchase, December 21, 2012, shall not be responsible for or be assessed for fees or assessments in any capacity. 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, with written notice of same to be sent to every Owner subject to the assessment. 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. In addition, a late charge of \$25.00 per month or portion thereof shall also be assessed. The Association may bring any 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 non use of any Common Area or abandonment of his or her Lot."

"Section 10. Exempt Property. In addition to the exemption of the Declarant from any and all lot fees and assessments, 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, with the exception of the Declarant, no land or improvements devoted to dwelling use and occupied will be exempt from the assessments regardless of any charitable or non-profit status, provided however, that the lots owned by Declarant, 71 Land Group, shall not be responsible for or be assessed for fees or assessments in any capacity."

ARTICLE V. ARCHITECTURAL CONTROL shall be amended as follows:

"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 Declarant, 71 Land Group, LLC, its successors or assigns, or the Association Board of Directors, or other entity, if the Declarant so assigns such responsibility to it and which assigned responsibility cannot be refused. If the Declarant or assignee fails to approve or disapprove the 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 shall be amended as follows:

"Section 6. The main above-ground floor area of any single-family residence shall not be less than 1500 square feet for a one story or ranch-style dwelling. Any residence of 1¹/₂ and 2 stories shall not be less than 1700 square feet total with a minimum of 850 square feet on the main above ground floor area. 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. All such garages and/or outbuildings must first be submitted to the Declarant, its successors or assigns for approval in the same manner and with the same applicable rules as otherwise stated in these restrictions. All such approvals made shall be in writing. Construction shall not commence until receipt of written approval from Declarant, its successors or assigns. Barns and sheds will not be permitted on the lots."

"Section 10. Foundations must be properly backfilled to within a nominal one (1) foot of siding material. Declarant, its successors or assigns, reserve the right to approve or reject the finished look of all such backfill."

"Section 13. An Owner shall, at its 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. Upon substantial completion of construction of a residence upon any Lot or within one year of purchase of any Lot, whichever first occurs, the Owner thereof shall construct on said Lot a sidewalk conforming to the regulations and requirements of the Oldham County Planning and Zoning Commission and applicable law."

"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 the front, or shall be of stone, drivet, hardie plank, cedar shakes or other Declarant/Association approved architectural materials. Residences shall not contain more than 20% vinyl or aluminum siding, excluding soffits."

"Section 16. Small satellite receivers (24 inches in diameter or less) are permitted only if placed on the rear of the house or rear roof of the house, the exact location of which shall be approved or disallowed at the sole discretion of Declarant, its successors or assigns."

"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. Prior to construction of such fence, same shall be first submitted for approval to 71 Land, its successors or assigns. Any fence erected shall be constructed primarily of stone, brick or rock in strategic areas as determined by Declarant, its successors or assigns. Vinyl, wood, or decorative wrought iron, fencing may be used at Declarant's, its successors or assigns, sole discretion. All such fencing, materials and location must first be approved by Declarant, its successors or assigns. Such approval, if made, will be in writing and no fences shall be erected prior to receiving such approval. No chain link fencing of any kind will be allowed. Wood fences shall be allowed as enclosures for retention basins 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. Plans for any such pool, including the fencing, shall first be submitted to the Declarant, its successors or assigns, which may approve or reject same in its sole discretion."

"Section 19. State and/or Applicable County Law Shall Be Followed In Regard To The Parking of Motor Vehicles on Streets. 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 and no overnight parking 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 signs 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 prior to the grass reaching one (1) foot in height. No grass clippings or residue shall be left on the street. Any garden must be placed in rear of lot. Declarant, its successors or assigns, reserves the right to mow any such Lots found in violation of this restriction and may charge a mowing fee of up to \$150.00 for same."

"Section 23. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be regularly kept on any Lot or kept on a Lot for more than one (1) week unless it is housed in a garage or basement."

"Section 26. All mailboxes and newspaper receptacles shall be of uniform design as selected by the Declarant, and shall be installed at the cost of the Lot Owner by a contractor selected by Declarant in order to maintain uniformity."

ARTICLE VII. COMMUNITY LATERAL FIELDS shall be amended as follows:

"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 \$400.00 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 required by the Oldham County and State Health Departments."

"Section 2. After the expiration of the Manufacturers and Installers warranty period, the Association shall be responsible for the maintenance of the community lateral fields and pipes within the Common Area. The maintenance of the advanced treatment system on each Lot will be the Lot Owners responsibility after the manufacturer's warranty expires."

ARTICLE VIII. GENERAL PROVISIONS shall be amended as follows:
"Section 4 is hereby omitted."

All other numbered restrictions and parts of restrictions not specifically amended herein shall remain in full force and effect.

71 LAND GROUP, LLC


By: Managing Member

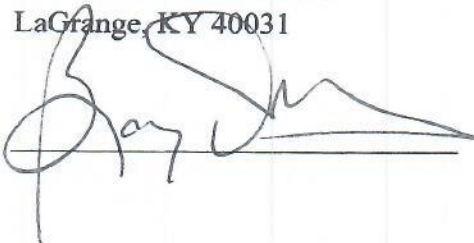
STATE OF KENTUCKY
COUNTY OF OLDHAM

Acknowledged, subscribed and sworn to before me by Walt Schumm as Member of 71 LAND GROUP, LLC, for and on behalf of said company, Owner of Lots 22-27,29-51,53-69 for and on behalf of said company on the 31st day of March , 2015.

My Commission expires: May 7, 2017


NOTARY PUBLIC ID. 488838
STATE OF KENTUCKY AT LARGE

This instrument was prepared
in the Law office of
Barry D. Moore
206 North Second Street
LaGrange, KY 40031



DOCUMENT NO: 492526
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DEPUTY CLERK: NANCY DONNER
COUNTY: OLDHAM COUNTY
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