

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE 1, UNITS 2A AND 2B OF THE
BLACKFORD PROPERTY SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS is made this 16th day of March, 2004, by BALL-BRYANT, LLC, a Kentucky limited liability company (hereinafter referred to as "Developer") and BRYANT ROAD, LLC, a Kentucky limited liability company.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC is the owner and developer of Phase 1, Units 2A and 2B of the Blackford Property Subdivision (the "Property").

WHEREAS, Developer intends to allow construction of "Residences" on the Property;

WHEREAS, Developer desires to subject the Property to certain covenants, conditions and restrictions as more fully set out herein; and

NOW, THEREFORE, Developer hereby declares that the Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the restrictions, covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property. The Property is hereby subject to the following covenants, conditions and restrictions:

1. PRIOR MASTER DECLARATION. [INTENTIONALLY OMITTED]

2. SINGLE FAMILY RESIDENCE. No building constructed upon a lot within the subdivision shall be used for a purpose other than a single-family residence ("Residence"). Developer or a builder who acquires a lot from the Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences.

3. MINIMUM SQUARE FOOTAGE.

(a) any one (1) story Residence constructed upon any lot within the subdivision shall have a minimum of square footage of one thousand six hundred (1,600) square feet;

(b) any one and one-half (1 ½) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of one thousand eight hundred (1,800) square feet, with a first floor minimum square feet of twelve hundred (1,200) square feet; and

(c) any two (2) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand (2,000) square feet, with a first floor minimum square footage of one thousand (1,000) square feet.

4. ATTACHED GARAGE. Any residence constructed upon a lot within the subdivision shall have a two (2) car attached garage.

5. BRICK FRONTS AND BRICK TO GRADE. Any Residence constructed upon a lot which Residence shall front on the Boulevard shall have a front façade of all brick, except over roofed areas, and the remaining portions shall be brick to grade.

6. BUILDING LINE. Each lot shall be subject to all building lines, setback lines, including side yard requirements, easements and all restrictions of record pertaining to the subdivision, including those set forth on the subdivision plat; however, in determining the depth of a setback line, same may take into account the applicable rules and regulations of the LFUCG.

7. ROOF PITCH. The majority of the area of a roof of any residence constructed upon a lot, as viewed from the street, shall be a roof pitch of not less than six (6) or over twelve (12).

8. SHINGLES. No shingle used upon any roof of a residence constructed upon a lot within the subdivision shall be less than "three (3) tab standard".

9. ANTENNAS, ETC. No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developers and, when approved, must not exceed 24" in diameter and installed in the rear of the Residence.

10. MAIL BOXES. Each residence constructed upon a lot within the subdivision shall have a Duggins Company of Louisville, Kentucky "low profile style C post and mail box" with white vinyl numbers.

11. FENCES. No fence shall be constructed on a lot within the subdivision which design does not comply with the rules and regulations of the Lexington-Fayette Urban County Government Planning Commission, or any agency thereof, and which design has first received the written approval of Developer and any such fence shall be (i) of wood construction (with any support post to be placed within the interior boundary of the fenced area), and (ii) of a height not greater than six (6') feet.

12. CLOTHES LINES. No exterior clothes line, or similar apparatus used for the display of clothing, shall be placed upon any lot within the subdivision.

13. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

15. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property. No microwave, dish or other receiver or transmitter exceeding twenty-four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

16. VEHICLES. No commercial vehicle, RV-camper or trailer of any nature or truck over three-fourths (3/4) ton shall be regularly parked on any lot or street in the Unit other than for temporary delivery or construction purposes unless housed within a garage; and no person shall engage in major car repairs either for himself, herself or others at any time.

17. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

18. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 18" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

19. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

20. SIGNS. No sign for advertising or for any other purpose shall be displayed on any lot within the Property on a building, structure or anywhere else on any lot within the

Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the foregoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

21. SWIMMING POOLS. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No construction of swimming pools shall be commenced until approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreational area will be installed without the prior written approval of Developer. If allowed, such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting.

22. GRADING. As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks except that portion of the Lot that lies 25' beyond the rear of the Residence.

23. ENFORCEMENT. Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damage. Developer shall not be obligated to enforce these restrictive covenants for any reason whatsoever, but may do so at its sole election.

24. SEVERABILITY. Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

25. TERM. All of the above restrictions, conditions, and covenants shall be effective for 30 years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's Office.

26. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Phase 1, Unit 2A and Unit 2B of the Blackford Property Subdivision, as shown on the subdivision plats of record in Plat Cabinet M, at Slides 170 and 171, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

27. CONFIRMATION. All land development and building construction within the Property shall confirm to the applicable Lexington-Fayette Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted by the Lexington-Fayette Urban County Council from time to time.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BY:

BY:

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) SS

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NOTARY PUBLIC, State at Large

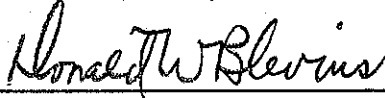
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Joe L. B. Hach

NOTARY PUBLIC, State at Large

Stephen M. Ruschell, Esq.
STITES & HARBISON
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(606) 226-2300

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: Doug BRADLEY, dc

200403250096

March 25, 2004

08:59:39 AM

Fees	\$15.00	Tax	\$0.00
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Total Paid	\$15.00
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7 Pages

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MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAK PLACE SUBDIVISION, ALL SECTIONS OF
UNITS 1-A, UNIT 1-B, UNIT 1-C, SECTION 1 AND UNIT 1-D, SECTION 1
ALL IN PHASE 1 OF THE BLACKFORD PROPERTY SUBDIVISION
AND FUTURE DESIGNATED UNITS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 24th day of March, 2004, by BALL- BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BRYANT ROAD, LLC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, is the owner and developer of Units 1-A, Unit 1-B, Unit 1-C, Section 1 and Unit 1-D, Section 1 all in Phase 1 of the Blackford Property Subdivision (the "Submitted Property").

WHEREAS, Developer intends to allow all the construction of "Residences" on the "Submitted Property";

WHEREAS, Developer jointly desires to subject the "Submitted Property" to certain covenants, conditions, restrictions, reservations and easements as more fully set out herein; and

NOW, THEREFORE, Developer hereby declares that the "Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the following restrictions, covenants, conditions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property. The Property is hereby subject to the following covenants, conditions and restrictions:

ARTICLE I

DEFINITIONS

The following terms, when used herein, shall have the meanings ascribed thereto below:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the "Association" as amended from time to time.

1.2 "Association" shall mean Blackford Oak Place Owners Association, Inc., a Kentucky non-profit corporation, or any successor thereof charged with the duties and obligations of the Association hereunder, its successors and assigns.

1.3 "Board" shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and "By-Laws."

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association which are and shall be adopted by the Board, as they may from time to time be amended.

1.5 "Common Area" shall mean and refer to those areas designated as "H.O.A." areas as shown on the Plat or Plats, including all improvements and facilities located thereon, to be devoted to the common use and benefit of the Owners of the lots, and such other areas as may be required to be maintained by the Association as shown on the Plat or Plats, and any areas so designated by Developer.

1.6 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

1.7 "Declaration" shall mean this "Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Units 1-A, Unit 1-B, Unit 1-C, Section 1 and Unit 1-D, Section 1 all in Phase 1 of the Blackford Property Subdivision, as amended from time to time.

1.8 "Developer" shall mean and refer to: (i) Ball-Bryant, LLC, (ii) any successor-in-title to the said corporation to all or some portion of the then existing "Property," provided such successor-in-title shall acquire such property for purposes of development or sale, and provided further, that in a written instrument, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

1.9 "Lot" shall mean a portion of the "Submitted Property" intended for any type of independent ownership.

1.10 "Mortgage" means any mortgage, deed to secure debt, security deed and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

1.11 "Mortgagee" means the holder of record of any Mortgage.

1.12 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Plat" or "Plats" shall mean the plats of Units 1-A, Unit 1-B, Unit 1-C, Section 1 and Unit 1-D, Section 1 all in Phase 1 of the Blackford Property Subdivision which have been recorded or may be recorded with the Fayette County Clerk subsequent to the recording of this Master Declaration.

1.14 "Submitted Property" shall mean all Units of Blackford Oak Place Subdivision as shown on the Plats set forth in Section 1.13.

ARTICLE II

EASEMENTS AND PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against said Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction by an Owner of the Association's published Rules and Regulations; and

(b) 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 such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by at least fifty-one (51%) percent of each class of members has been recorded.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants and social invitees.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a member of the Association. No Owner, whether one or more persons, shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of a lot. Ownership of a lot shall be the sole qualification for membership.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership;

(a) Class A. Class A members shall be all owners, with the exception of Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds ownership interest in any lot, all such persons shall be members. The vote for such lot

shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(i) Upon the sale of ninety-five (95%) percent of the lots which are planned for development in the Property, or

(ii) Five (5) years from the recording date of sale of the first lot in the Property.

Owners may not vote by written proxy, but an Owner's vote may be cast with the Owner's spouse in the Owner's absence.

ARTICLE IV

ASSOCIATION INSURANCE

4.1 Hazard and Liability Insurance. The Association shall obtain and maintain insurance for all insurable improvements maintained pursuant to Article IV against loss or damage by fire or other hazards, including extended coverage and vandalism and malicious mischief, in an amount equal to full replacement value of all insurable property. The Association shall also obtain a public liability policy covering all the Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall be in amounts authorized from time to time by the Association, including, but not limited to, water damage liability, liability for non-owned and hired automobiles and liability for property of others. The public liability policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners. Premiums for all such insurance shall be Common Expenses not specially assessed. All such insurance coverage shall be written in the name of the Association as trustee for each of the Owners. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(b) Provision shall be made for the issuance of a certificate of insurance to each Owner and his Mortgagee, if any.

(c) The original of all policies and endorsements thereto shall be deposited with the Board which shall hold them for safekeeping in the manner the Board maintains all other books, records or documents. Such policies shall be available for review by any Owner and any Mortgagee upon reasonable notice.

(d) Exclusive authority to adjust losses under policies hereafter in force on the submitted Property shall be vested in the Board; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by owners or their Mortgagees.

(f) It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, title insurance on his individual lot and such other insurance as is not provided by the Association pursuant to the provisions of this Article.

(g) The Board shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, all of insurable improvements on the Submitted Property by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with attached housing construction.

(h) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees and of any defenses based on co-insurance or on invalidity arising from the acts of the insured;

(ii) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) that the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer, director, agent or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner of Mortgagee;

(iv) that any "other insurance" clause in the policy exclude Owner's policies from consideration;

(v) that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice as to non-payment and thirty (30) days' prior written notice as to any other reason to any and all insureds including the institutions servicing Mortgages on behalf of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; and

(vi) that coverage will not be prejudiced by (a) act or neglect of the Owners when said act or neglect is not within the control of the Association, or (b) any failure of

the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has not control.

4.2 Fidelity Coverage. The Association may obtain fidelity coverage against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days' prior written notice to the institutions servicing Mortgages on behalf of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

4.3 Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction as used in this paragraph means repairing or restoring the property to substantially the same condition as existed prior to the fire or other casualty.

(b) Any such damage or destruction shall be repaired or reconstructed within sixty (60) days after the date of damage or destruction. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed ninety (90) days after the casualty.

4.4 Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid to the Association is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Additional special assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments shall be apportioned in accordance with the provisions of this Declaration governing collection of maintenance assessments.

ARTICLE V

RIGHTS AND OBLIGATIONS

5.1 Association's Responsibility. The Association shall be responsible for Maintenance of the Common Area, such maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated on the Common Area.

5.2 Owners' Responsibility. Each Owner shall maintain his or her lot, including, but not limited to, all structures and improvements thereon in a manner consistent with the community-wide standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any additional Declaration of Covenants applicable to such lot. If any Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the lot and the Owner in accordance with Article V of this Declaration.

5.3 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Community, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration.

5.4 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

5.5 Rules and Regulations. The Board may make reasonable Rules and Regulations governing the use of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration.

5.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VI

LIEN FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner of any lot other than Developer, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

(i) annual assessments or charges; and

(ii) special assessments or charges, such assessments to be established and collected as herein provided; and

(iii) specific assessments or charges against any particular lot which are established pursuant to the terms of this Declaration.

(b) All such assessments, together with interest, charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a lot.

(c) The grantee in a conveyance of a lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of such conveyance, without prejudice to such grantee's right to recover from such grantor the amounts paid by the grantee therefor; provided, however, that if such grantor or grantee shall request a statement from the Association as provided in Section 6.10 hereof, such grantee, his successors, successors-in-title and assigns, shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments against such grantor in excess of the amount set forth in such statement, if any.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for Common Area Expenses or such other expenses as designated by the Board in the event of a special assessment or specific assessment against a specific lot. In addition, the assessments shall include amounts necessary to establish an adequate reserve fund for maintenance, repairs and replacement of those Common Areas which must be replaced on a periodic basis. Such amount for the reserve fund shall be included in the annual assessment and shall be payable in periodic installments rather than by special assessment.

6.3 Computation. It shall be the duty of the Board at least sixty (60) days prior to the Association's annual meeting to prepare a budget covering the estimated cost of operating the Association during the coming year including an adequate reserve fund. The Board shall cause the budget and the assessments to be levied against each lot for the following year to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Such budget shall include a

breakdown of such costs allocated to Common Area Expenses. The per lot assessment shall be computed by dividing the total assessment for each category of assessment by the number of lots affected by such assessment.

6.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy upon all Owners, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of at least fifty-one (51%) percent of the votes of the Owners who are voting in person at a meeting duly called for such purpose. The Board may make special assessments payable in installments over a period of not more than three (3) years. Each such assessment together with interest, costs and reasonable attorney's fees shall become the personal obligation of each Owner, his heirs, successors and assigns.

6.5 Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members entitled to cast fifty-one (51%) percent of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called upon written notice of not less than three (3) nor more than five (5) days. Said meeting shall not be required to satisfy the quorum in order to do business. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.6 Date of Commencement and Amounts of Annual Assessments. The initial assessment hereunder shall be One Hundred (\$100.00) Dollars per year beginning January 1, 2005. Assessments are not applicable to the Developer. After January 1, 2005, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated July 1 of each year and will be due and payable in quarterly installments on the first day of July, October, January and April of each year. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the lot from the date of closing through June 30 of that fiscal year.

6.7 Lien for Assessments. All sums assessed to any lot pursuant to this Article, together with interest, costs, charges and reasonable attorney's fees, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except only for:

(a) Liens for ad valorem taxes; and

(b) A lien for all sums unpaid which are secured by a first in priority Mortgage, or any Mortgage in favor of Developer, duly recorded in the public records of Fayette County, Kentucky, and all amounts advanced pursuant to such Mortgage(s) and secured thereby in accordance with the terms of such instrument(s).

All other persons acquiring liens or encumbrances on any lot which become liens after this Declaration is filed for record shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens or encumbrances.

6.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of fifteen (15) days shall incur a late charge of ten (10%) percent. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within fifteen (15) days following the due date. If the assessment is not paid within thirty (30) days, the lien provided for herein shall attach and in addition the lien shall include a late charge of ten (10%) percent, together with interest on the principal amount due and the late charge at the rate of eighteen (18%) percent per annum, or at whatever rate the Association shall establish at its annual meeting, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided for herein. In the event that the assessment remains unpaid after thirty (30) days, the Association, through the Board, may institute suit to collect such amounts or to foreclose its lien. Each Owner, by his acceptance of a deed to a lot, vests in the Association or its agents the right and power to bring actions against him personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas.

6.9 Effect of Lien on Mortgages. In the event that the holder of a first priority Mortgage, or secondary purchase money Mortgage of record, or other person acquires title to any lot as a result of foreclosure of a first or secondary purchase money Mortgage, such holder or other person, his successors, successors-in-title and assigns, shall not be liable for, nor shall such lot be subject to a lien for, any assessment hereunder or under any Community Instrument chargeable to such lot on account of any period of time prior to such acquisition of title.

6.10 Certificate as to Assessments. Any Owner, Mortgagee of a lot, person having executed a contract for the purchase of a lot, or lender considering the loan of funds to be secured by a lot, shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of the Assessments past due and unpaid (with late charges and interest applicable thereto), against that lot.

ARTICLE VII

SPECIFIC REGULATIONS OF USE

Subsequent Declarations. Each Unit of the Submitted Property shall be subject to a specific Declaration of Covenants, Conditions and Restrictions specifying land use restrictions for each Unit which will be recorded subsequent to the recording of this Master Declaration.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Rights of First Mortgagees. In addition to the rights of Mortgagees elsewhere provided, each first Mortgagee of a lot shall (a) be entitled to written notice from the Association of any default by an Owner in the performance of his obligations under the Community Instruments which is not cured within thirty (30) days; (b) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (c) be furnished copies of annual financial reports made to the Owners; and (d) be entitled to inspect the financial books and records of the Association during reasonable business hours; provided, however, that such Mortgagee shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of this Mortgagee at an address stated in such notice.

8.2 Consent of First Mortgagees. Unless at least seventy-five (75%) percent of the Mortgagees holding Mortgages constituting first liens on lots subject to such Mortgages (based on one vote for each Mortgage owned) have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Owners shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the assessments or other charges which may be levied against an Owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Residences, the exterior maintenance of Residences, the maintenance of the common area walks, fences and driveways, maintenance of the area of common responsibility or the upkeep of lawns and plantings in the common area and on the lots;

(d) fail to maintain fire and extended coverage insurance on the items required to be insured under Article IV in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to Residences or the Common Area for other than the repair, replacement or reconstruction of such Residences and Common Area; or

(f) terminate professional management, if any, and assume self management of the Community.

8.3 Priority of First Mortgagees. No provision of this Declaration shall be construed to grant to any Owner, or to any other party any priority over any rights of first Mortgagees of the lots pursuant to their first Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of lots and/or the Common Areas.

8.4 Easements in Favor of Developer.

(a) The Developer shall have a transferable easement on and over the Common Area for the purpose of making improvements on the Property, and for the purpose of doing all things in connection therewith.

(b) the Developer and its duly authorized agents, representatives and employees shall have an easement for the maintenance of sales offices and/or model Residences on the Property for so long as the Developer own any lot for sale in the ordinary course of business.

8.5 Enforcement. Each Owner shall comply strictly with the By-Laws and with the Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, restrictions and easements set forth in this Declaration or in the deed to his or her lot. The Board may impose fines or other sanctions, collection of which may be made as provided for in Article VII hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, or injunctive relief, or both, maintainable by the Board on behalf of the Association or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

8.6 Professional Management. Any agreement for professional management of the Community must provide for termination by the Association for cause upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive periods of one (1) year each.

8.7 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.

8.8 Duration and Perpetuities.

(a) The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Kentucky law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land for a period of thirty (30) years from the date this Declaration is filed for record in the Fayette County Court Clerk's Office, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least fifty-one (51%) percent of the then Owners of record and the holders of first Mortgages on

their lots has been recorded in the Office of the Clerk of said Court agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Submitted Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Henry Vettraino of Lexington, Kentucky.

8.9 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases or mortgages his lot, such Owner will give the Association notice prior to closing, in writing, setting forth the name of the purchaser, lessee or Mortgagee of the lot.

8.10 Amendment and Additions of Additional Submitted Property.

(a) This Declaration may be amended unilaterally at any time and from time to time by the Developer (i) if such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, Secretary of Housing and Urban Development, or reputable private mortgage insurance company to insure mortgage loans on the lots subject to this Declaration; provided, any such amendment shall not adversely affect the title to any Owner's lot or materially alter or change any owner's right to the use and enjoyment of the Common Area as set forth herein, unless any such Owner so affected thereby shall consent thereto in writing, or (v) the Developer may amend any provision in this Declaration so long as in its good faith judgment either the Submitted Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of a particular Unit or the remainder of the Submitted Property is hindered or made less economic in any way by any provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of either ninety percent (90%) of the lots in the entire subdivision.

(b) This Declaration may be amended at any time and from time to time by an agreement by at least two-thirds (2/3rds) of the Owners, and the written approval of the Secretary of Housing and Urban Development (HUD). Should HUD not have any insured mortgage on any of the property at the time of said Amendment, the approval of HUD shall not be required; provided, however, such amendment by the Owners shall not be effective unless also signed by the Developer if the Developer are the owners of any real property then subject to this Declaration.

(c) No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any first Mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto.

(d) Developer may, at their sole discretion, declare additional real property to be subject to this Master Declaration by recording an amendment to this Master Declaration setting forth the exact description of the real property with the Fayette County Clerk and giving written notice to the Association of the amendment.

(e) Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Fayette County Court, Kentucky. The written consent thereto of any first Mortgagee affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

8.11 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.12 Rights of Third Parties. This Declaration shall be recorded in the public real estate records of the Clerk of the Fayette County Court, Kentucky, and shall inure to the benefit of the Developer, the Association, the Owners and the holders of the Mortgages affecting any of the Property, their respective heirs, legal representatives, successors-in-title, successors and assigns; and by such recording, no owner of property not located within the Property shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Developer and Mortgagees as herein provided, the Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any such other person.

8.13 Reservation of Easements. The Developer hereby reserve for itself, its successors and assigns, across the Property for the following uses and purposes:

(a) An easement for ingress and egress by vehicular and pedestrian traffic over (i) such drives, roadways, walkways and paths as are shown on the Plat or Plats recorded in connection with the Property, and (ii) such drives, roadways, walkways and paths as may be constructed in the future;

(b) An easement for the purpose of installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewerage, storm drainage, electricity, telephone and other utilities and services,

including the right to use in common with the Owners in the Property, the wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.

8.14 No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE IX

ASSOCIATION JOINDER

Blackford Oak Place Owners Association, Inc. joins in this Declaration for the purpose of consenting to and agreeing to perform the duties and obligations imposed upon said Association by this Declaration.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

Bryant Road, LLC joins
in this Master Declaration
to submit its lots thereto.

BRYANT ROAD, LLC

By: _____

Member

BALL-BRYANT, LLC

Ball Homes, LLC

By: _____

Its: _____

President

Bryant Road, LLC

By: _____

Its: _____

[Signature]

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: _____

Its: _____

[Signature]

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: Doug BRADLEY, dc

200403260096

March 26, 2004

09:34:58 AM

Fees \$35.00

Tax \$.00

Total Paid \$35.00

THIS IS THE LAST PAGE OF THE DOCUMENT

17 Pages

335 - 351

BOOK 2443 PAGE 352

**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 1, UNIT 1-A, UNIT 1-B, UNIT 1-C, SECTION 1
AND UNIT 1-D, SECTION 1
OF
BLACKFORD OAK PLACE SUBDIVISION**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 1-A, Unit-1-B, Unit 1-C, Section 1 and Unit 1-D, Section 1 all in Phase 1 of Blackford Oak Place Subdivision (the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Oak Place Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

4. DETACHED GARAGES AND OTHER OUTBUILDINGS. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the

construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property or on any portion of the Property other than a garage or an approved storage facility. No boats shall be allowed to be parked upon streets or public rights-of-way on the Property. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

7. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to of Phase 1, 1-A, Unit-1-B, Unit 1-C, Section 1 and Unit 1-D, Section 1 of Blackford Oak Place Subdivision, as shown on the subdivision plats of record in Plat Cabinet M at Slides 166, 167, 168 and 169, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all

responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL-BRYANT, LLC

Bryant Road, LLC joins
in this Declaration to
submit its lots thereto.

Ball Homes, LLC

BY: _____

Member

BRYANT ROAD, LLC

By: _____

Member

Bryant Road, LLC

BY: _____

Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 24th day of March, 2004, by D. Ray Ball as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

Ravene J. Clarke
NOTARY PUBLICMy commission expires: 5-24-2005

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 24th day of March, 2004, by Joe Harker as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company, and on behalf of Bryant Road, LLC.

Madeline Brown Hargh
NOTARY PUBLICMy commission expires: 12/12/2005

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

CK62:36443:163090:1:LEXINGTON

DEED BOOK 2443

PAGE 356

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: Doug BRADLEY, dc

200403260097

March 26, 2004

09:35:26 AM

Fees \$11.00

Tax \$0.00

Total Paid \$11.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

352 - 356

AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
PHASE 1 SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY, PHASE 1, UNIT 1-E, SECTION 1

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 21 day
of July, 2004, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively
referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC..

WITNESSETH:

WHEREAS, Ball- Bryant, LLC, as Developer, filed a Master Declaration Of Covenants,
Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision,
Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units
all in Phase 1 of the Blackford Property Subdivision ("Master Declaration") which is of record
with the Fayette County Court Clerk in Deed Book 2443, Page 335.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may,
at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of Unit 1-E, Section 1 of the
Blackford Property, Phase 1 Subdivision of record in Plat Cabinet M, Slide 271 with the Fayette
County Clerk (the "Additional Submitted Property") and desires to have the Additional
Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the
Master Declaration.

NOW, THEREFORE, Developer hereby declare that the "Additional Submitted
Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the
Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby
amended to include Blackford Property, Phase 1 Unit 1-E, Section 1 Subdivision. All of the
restrictions, covenants, conditions and easements shall run with the land and shall be binding on
all parties having or acquiring any right, title or interest therein or thereto and shall be for the
benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its
duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC

By: [Signature]
Its: [Signature]

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: [Signature]
Its: [Signature]

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21 day of July, 2004 by
Joe P. B. Hacker as member of Ball-Bryant, LLC, on behalf of said limited liability
company.

My commission expires: 12/12/2005

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21 day of July, 2004 by
Joe P. B. Hacker as VP of Blackford Oak Place Owners Association,
Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 12/12/2005

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

[Signature]
Stephen M. Ruschell
STITES & HARBISON
250 West Main Street, Suite 2300
Lexington, Kentucky 40507

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Patty DAVIS, dc

200408030313

August 3, 2004

14:27:39 PM

Fees	\$9.00	Tax	\$0.00
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Total Paid	\$9.00
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3 Pages

237 - 239

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 1-E, SECTION 1 OF
BLACKFORD PROPERTY PHASE 1 SUBDIVISION
a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 1-E, Section 1 of Blackford Property Phase 1 (the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached

ZZ996:99949:173196:3:LEXINGTON

RETURN TO:
Stephen M. Ruschell
250 W. Main, 23rd Floor
Lexington, KY 40507

garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer shall retain, on all lots for its future and unrestricted use as a right-of-way for utility, sewer, or other underground facilities that may be required for future development, along the side line of each lot, a width, equal to the distance from the house to the side property line and along

the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. SIGNS. No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. ENFORCEMENT. Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any

covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unite E-1 of the Blackford Property, Phase 1 Subdivision, as shown on the subdivision plat of record in Plat Cabinet M at Slides 271, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: 
Member

By: Bryant Road, LLC

BY: 
Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 30th day of July, 2004, by D. Randall as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC

My commission expires: September 23, 2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 2nd day of August, 2004, by Dee Caldwell as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

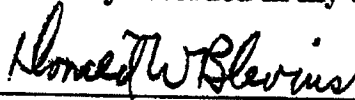
Madeline Brown Leigh
NOTARY PUBLIC

My commission expires: 12/12/2005

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Patty DAVIS, dc

200408030312

August 3, 2004

14:27:19 PM

Fees	\$15.00	Tax	\$.00
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Total Paid	\$15.00
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7 Pages

230 - 236

SECOND AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
PHASE 1 SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY, PHASE 2, UNIT 1-A, UNIT 1-B,
AND UNIT 1-C, SECTION 1

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 21st day of April, 2005, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC..

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units all in Phase 1 of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of Unit 1-A of the Blackford Property, Phase 2 Subdivision of record in Plat Cabinet M, Slide 513 with the Fayette County Clerk; Unit 1-B, of the Blackford Property, Phase 2 Subdivision of record in Plat Cabinet M, Slide 511 with the Fayette County Clerk; and Unit 1-C, Section 1, of the Blackford Property, Phase 2 Subdivision of record in Plat Cabinet M, Slide 512 with the Fayette County Clerk (the "Additional Submitted Property") and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declare that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include Blackford Property, Phase 2 Unit 1-A; Blackford Property, Phase 2 Unit 1-B, Subdivision and Blackford Property, Phase 2, Unit 1-C, Section 1, Subdivision. All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC

By: _____

Its: _____

*as President of Ball Homes, LLC,
as a Member
of Ball-Bryant, LLC*

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: _____

Its: _____

COMMONWEALTH OF KENTUCKY)

) SS

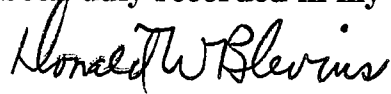
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21st day of April, 2005 by D. Ray Ball, Jr., President ~~as member~~ of Ball-Bryant, LLC, on behalf of said limited liability company. of Ball Homes, LLC,

My commission expires:

My Commission Expires: 9/23/2007
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200504220333

April 22, 2005

15:24:31 PM

Fees \$9.00

Tax \$0.00

Total Paid \$9.00

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

495 - 498

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 1-A; UNIT 1-B AND UNIT 1-C, SECTION 1 OF
BLACKFORD PROPERTY PHASE 2 SUBDIVISION
a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 1-A, Unit 1-B and Unit 1-C, Section 1, of Blackford Property Phase 2 (the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237 and by Second Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. DETACHED GARAGES AND OTHER OUTBUILDINGS. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be

situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets

(meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unit 1-A; Unit 1-B and Unit 1-C, Section 1, of the Blackford Property, Phase 2 Subdivision, as shown on the subdivision plat of record in Plat Cabinet M at Slides 513, 511, and 512, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision

Regulations and Zoning Ordinances as adopted from time to time.

18. DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS. Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____
Member

By: Bryant Road, LLC

BY: _____
Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 21st day of April, 2005, by D. Ray Ball, Jr. ^{Resident} ~~as member~~ of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: September 23, 2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 22 day of April, 2005, by Joe Hader as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.


Madelie Brom Jigh
NOTARY PUBLIC

My commission expires: 12/12/2005

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200504220334

April 22, 2005

15:25:57 PM

Fees \$13.00

Tax \$0.00

Total Paid \$13.00

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

499 - 504

THIRD AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY, PHASE 1, UNIT 1-C, SECTION 2;
PHASE 1, UNIT 1-D, SECTION 2; PHASE 1, UNIT 1-E, SECTION 2; PHASE 1, UNIT 4-B;
PHASE 1, UNIT 4-C; PHASE 1, UNIT 4-D; PHASE 1, UNIT 4-E, SECTION 1;
AND PHASE 1, UNIT 4-F, SECTION 1

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this ____ day
of June, 2005, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively
referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants,
Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision,
Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units
all in Phase 1 of the Blackford Property Subdivision ("Master Declaration") which is of record
with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book
2480, Page 237 and in Deed Book 2544, Page 495.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may,
at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Unit 1-C, Section 2 of the Blackford Property, Phase 1 Subdivision of record in
Plat Cabinet M, Slide 576 with the Fayette County Clerk;
Unit 1-D, Section 2 of the Blackford Property Phase 1 Subdivision of record in
Plat Cabinet M, Slide 577 with the Fayette County Clerk;
Unit 1-E, Section 2 of the Blackford Property Phase 1 Subdivision of record in
Plat Cabinet M, Slide 575 with the Fayette County Clerk;
Unit 4-B of the Blackford Property Phase 1 Subdivision of record in Plat Cabinet
M, Slide 568 with the Fayette County Clerk;
Unit 4-C of the Blackford Property Phase 1 Subdivision of record in Plat Cabinet
M, Slide 569 with the Fayette County Clerk;
Unit 4-D of the Blackford Property Phase 1 Subdivision of record in Plat Cabinet
M, Slide 572 with the Fayette County Clerk;
Unit 4-E, Section 1 of the Blackford Property Phase 1 Subdivision of record in
Plat Cabinet M, Slide 571 with the Fayette County Clerk;

and Unit 4-F, Section 1, of the Blackford Property, Phase 1 Subdivision of record in Plat Cabinet M, Slide 570 with the Fayette County Clerk (collectively the "Additional Submitted Property"),

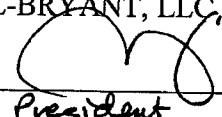
and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

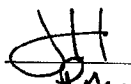
NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC, BY: BALL HOMES, LLC,
as a Member

By: 
Its: President

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

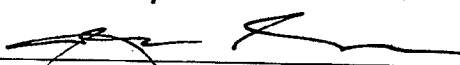
By: 
Its: Pres

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 14th day of June, 2005 by D. Ray Ball, Jr., as as member of Ball-Bryant, LLC, on behalf of said limited liability company. President of Ball Homes, LLC,

My commission expires:

September 23, 2007


NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF FAYETTE)


The foregoing instrument was acknowledged before me this 14 day of June, 2005 by Joe Hader as President of Blackford Oak Place Owners Association, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

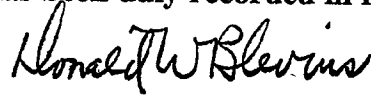
12/12/2005

Madeleine Bron Sigh
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:


Stephen M. Ruschell
STITES & HARBISON
250 West Main Street, Suite 2300
Lexington, Kentucky 40507

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200506140429

June 14, 2005

15:01:19 PM

Fees	\$9.00	Tax	\$0.00
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Total Paid	\$9.00
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4 Pages

26 - 29

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLACKFORD PROPERTY PHASE 1, UNIT 1-E, SECTION 2; UNIT 4-E,
SECTION 1; AND UNIT 4-F, SECTION 1**

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS is made this 18th day of July, 2005, by BALL-BRYANT, LLC, a limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Ball-Bryant, LLC is the owner and developer of Blackford Property Phase 1, Unit 1-E, Section 2; Blackford Property Phase 1, Unit 4-E, Section 1; and Blackford Property Phase 1, Unit 4-F, Section 1 (collectively the "Property").

WHEREAS, Developer intends to develop "Residences" on the Property;

WHEREAS, Developer desires to subject the Property to certain covenants, conditions and restrictions as more fully set out herein; and

NOW, THEREFORE, Developer hereby declares that the Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following restrictions, covenants and conditions, all of which are in furtherance of a plan for subdivision, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. All of the restrictions, covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property. The Property is hereby subject to the following covenants, conditions and restrictions:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495 and Deed Book 2559, Page 26 and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration and its Amendments.

2. **SINGLE FAMILY RESIDENCE.** No building constructed upon a lot within the subdivision shall be used for a purpose other than a single-family residence ("Residence"). Developer or a builder who acquires a lot from the Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences.

3. **MINIMUM SQUARE FOOTAGE.**

(a) any one (1) story Residence constructed upon any lot within the subdivision shall have a minimum of square footage of one thousand six hundred (1,600) square feet;

*Mail to
Referee*

(b) any one and one-half (1 ½) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of one thousand eight hundred (1,800) square feet, with a first floor minimum square feet of twelve hundred (1,200) square feet; and

(c) any two (2) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand (2,000) square feet, with a first floor minimum square footage of one thousand (1,000) square feet.

4. ATTACHED GARAGE. Any residence constructed upon a lot within the subdivision shall have a two (2) car attached garage.

5. BRICK FRONTS AND BRICK TO GRADE. Any Residence constructed upon a lot which Residence shall front on the Boulevard shall have a front façade of all brick, except over roofed areas, and the remaining portions shall be brick to grade. The sides and rear elevations of any such Residence may have siding provided that brick "skirts" are used to grade levels.

6. BUILDING LINE. Each lot shall be subject to all building lines, setback lines, including side yard requirements, easements and all restrictions of record pertaining to the subdivision, including those set forth on the subdivision plat; however, in determining the depth of a setback line, same may take into account the applicable rules and regulations of the LFUCG.

7. ROOF PITCH. The majority of the area of a roof of any residence constructed upon a lot, as viewed from the street, shall be a roof pitch of not less than six (6) or over twelve (12).

8. SHINGLES. No shingle used upon any roof of a residence constructed upon a lot within the subdivision shall be less than "three (3) tab standard".

9. ANTENNAS, ETC. No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developers and, when approved, must not exceed 24" in diameter and installed in the rear of the Residence.

10. MAIL BOXES. Each residence constructed upon a lot within the subdivision shall have a Duggins Company of Louisville, Kentucky "low profile style C post and mail box" with white vinyl numbers.

11. FENCES. No fence shall be constructed on a lot within the subdivision which design does not comply with the rules and regulations of the Lexington-Fayette Urban County Government Planning Commission, or any agency thereof, and which design has first received the written approval of Developer and any such fence shall be (i) of wood construction (with any support post to be placed within the interior boundary of the fenced area), and (ii) of a height not greater than six (6') feet.

12. CLOTHES LINES. No exterior clothes line, or similar apparatus used for the display of clothing, shall be placed upon any lot within the subdivision.

13. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

15. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property. No microwave, dish or other receiver or transmitter exceeding twenty-four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

16. VEHICLES. No commercial vehicle, RV-camper or trailer of any nature or truck over three-fourths (3/4) ton shall be regularly parked on any lot or street in the Unit other than for temporary delivery or construction purposes unless housed within a garage; and no person shall engage in major car repairs either for himself, herself or others at any time.

17. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

18. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 18" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

19. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

20. SIGNS. No sign for advertising or for any other purpose shall be displayed on any lot within the Property on a building, structure or anywhere else on any lot within the

Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the foregoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

21. SWIMMING POOLS. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No construction of swimming pools shall be commenced until approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreational area will be installed without the prior written approval of Developer. If allowed, such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting.

22. GRADING. As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks except that portion of the Lot that lies 25' beyond the rear of the Residence.

23. ENFORCEMENT. Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damage. Developer shall not be obligated to enforce these restrictive covenants for any reason whatsoever, but may do so at its sole election.

24. SEVERABILITY. Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

25. TERM. All of the above restrictions, conditions, and covenants shall be effective for 30 years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's Office.

26. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Blackford Property Phase 1, Unit 1-E, Section 2; Blackford Property Phase 1, Unit 4-E, Section 1; and Blackford Property Phase 1, Unit 4-F, Section 1, as shown on the subdivision plats of record in Plat Cabinet M, at Slides 575, 571 and 570, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

27. CONFIRMATION. All land development and building construction within the Property shall confirm to the applicable Lexington-Fayette Urban County Government Land

Subdivision Regulations and Zoning Ordinances as adopted by the Lexington-Fayette Urban County Council from time to time.

28. AMENDMENTS. The Developer may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by an provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: 

Member

By: Bryant Road, LLC

BY: 

Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 18th day of July 2005, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC

My commission expires: 9/25/07

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 18 day of ~~June~~ ^{July} 2005, by Joe Haska as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

Madeline Brown High
NOTARY PUBLIC

My commission expires: 12/12/2005

THIS INSTRUMENT PREPARED BY:

Sm Ruschell
Stephen M. Ruschell
STITES & HARBISON
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(606) 226-2300

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: Doug BRADLEY, dc

200507190175

July 19, 2005

11:52:45 AM

Fees \$15.00

Tax \$.00

Total Paid \$15.00

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7 Pages

508 - 514

FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 1, UNIT 3-A; PHASE 1, UNIT 3-B; PHASE 1, UNIT 4-E, SECTION 2
PHASE 1, UNIT 4-F, SECTION 2; PHASE 1, UNIT 4-A AND
PHASE 2, UNIT 1-C, SECTION 2

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 14th day of July, 2006, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units all in Phase 1 of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495 and in Deed Book 2559, Page 26.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Phase 1, Unit 3-A of the Blackford Property of record in Plat Cabinet M, Slide 860 with the Fayette County Clerk.

Phase 1, Unit 3-B of the Blackford Property of record in Plat Cabinet M, Slide 861 with the Fayette County Clerk.

Phase 1, Unit 4-E, Section 2 of the Blackford Property of record in Plat Cabinet M, Slide 862 with the Fayette County Clerk.

Phase 1, Unit 4-F, Section 2 of the Blackford Property of record in Plat Cabinet M, Slide 863 with the Fayette County Clerk.

Phase 1, Unit 4-A of the Blackford Property of record in Plat Cabinet M, Slide 881 with the Fayette County Clerk.

Phase 2, Unit 1-C, Section 2 A of the Blackford Property of record in Plat Cabinet M, Slide 864 with the Fayette County Clerk.

(collectively the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC *by BALL HOMES, LLC, as a Member*

By: 

Its: D. Ray Ball, Jr., President

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: 

Its:

COMMONWEALTH OF KENTUCKY)

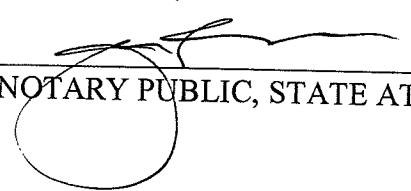
) SS

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 14th day of July, 2006 by D. Ray Ball, Jr., Pres. of Ball Homes, LLC as member of Ball-Bryant, LLC, on behalf of said limited liability company.

My commission expires:

September 25, 2007


NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 14th day of July, 2006 by D. Caldwell as Director of Blackford Oak Place Owners Association, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

September 25, 2007

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell

Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: DOUG BRADLEY , dc

200607280192

July 28, 2006

11:19:07 AM

Fees	\$9.00	Tax	\$0.00
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Total Paid	\$9.00
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4 Pages

390 - 393

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 3-A AND UNIT 3-B, PHASE 1 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 3-A and Unit 3-B, Phase 1, all of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495 and in Deed Book 2559, Page 26 and by Fourth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **APPROVAL OF CONSTRUCTION PLANS.** The Developer shall approve all house plans prior to commencement of construction. No construction activity of any kind, including excavation or lot clearing, shall begin until Developer has approved construction plans in writing. Additionally, no improvements of any kind shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of all improvements, the type of exterior material and the lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of all improvements, the type of exterior material and the driveway shall have been approved in writing by Developer. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

**4. PRIMARY PERMANENT RESIDENTIAL STRUCTURE
CONSTRUCTION PLANS**

(a) Plans submitted for approval by the Developer shall be one-eighth (1/8) inch equals one (1) foot scale. Plans shall include a plot plan and driveway location(s). The construction plans shall include front, side and rear elevations.

(b) All roof pitches shall be at a minimum ratio of eight (8) feet of rise to twelve (12) feet of run (8/12).

(c) The following are required minimum square footages for the primary permanent residential structure:

- (i) Two (2) story homes: 2600 square feet minimum
- (ii) Ranch-style homes: 1700 square feet minimum
- (iii) One and one-half (1 ½) story homes: 2300 square feet minimum
- (iv) All others: 1800 square feet minimum

(d) In computing total square footage, finished basements, garages and open porches shall not be included.

5. BUILDING MATERIALS. All exterior building materials shall be eighty percent (80%) brick or stone veneer. The brick or stone veneer shall be extended to the finished grade. No other exterior building material shall be used except upon approval by the Developer in writing. Any and all retaining walls extending beyond the exterior residential structure walls shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design. All roof shingles, including variation in the minimum specification standards, shall be approved by the Developer in writing. The main roof design of all residences shall be hip unless otherwise approved or altered by the Developer. Developer shall provide available color options for all exterior building materials, at its sole discretion. All fireplace chimneys shall be masonry, unless otherwise approved in writing by Developer.

6. GRADING. As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks.

7. APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES. No outbuilding storage facilities of any kind shall be permitted, and no appurtenances, improvement or other permanent structure shall be construed or placed on any building may be permitted without the prior written approval of the Developer. No second story additions are permitted. No additional windows, platforms, etc., which may invade the privacy of

adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements or other permanent structures.

(a) Garages. Any residence constructed upon a lot shall have a minimum two (2) car attached garage. No carports shall be constructed on any lot. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure.

(b) Driveways and Sidewalks. All driveway areas must be concrete or brick, and each lot owner shall complete the driveway and install a concrete sidewalk in any location required by Subdivision regulations, entirely at lot owner's expense. Driveways and sidewalks shall be completely installed prior to or upon completion of construction of a single family dwelling on such lot.

(c) Swimming Pools. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreation area will be installed without the approval of the Developer, and if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting shall be permitted on individual lots.

(d) Basketball Goals. No basketball goal shall be erected without the approval of the Developer in writing and no basketball goal shall be attached to the front of the house. No basketball goal shall be erected in common areas, and no portable basketball goals shall be located or used in or adjacent to streets or cul-de-sacs.

(e) Fences. All fences shall be approved in writing by Developer. Chain links fences are prohibited.

(f) Mailboxes. All mailboxes shall be of uniform architectural design as determined by the Developer.

(g) Satellite Dishes. Placement of all satellite dishes must be approved by Developer. Satellite dishes shall not exceed 24" in diameter.

(h) Clotheslines. No outside clothesline shall be erected or placed on any lot.

(i) Signs. No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Developer.

(j) Lighting. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot which is found to be objectionable by the Developer, in its sole discretion. Should the Developer make such a determination, the owner of the lot on which such lighting is located will immediately remove said lighting upon notice being provided by the Developer, or have such lighting shielded to the satisfaction of the Developer.

8. **LANDSCAPING DURING CONSTRUCTION.** During construction, builders shall be responsible for the following:

(a) Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.

(b) All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

(c) No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.

(d) Runoff and erosion shall be controlled by the builder, at builder's sole expense, on each lot during construction while the lot is disturbed.

9. **PERMANENT LANDSCAPING PLANS.** All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the Developer for approval shall include the following requirements:

(a) Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Developer.

(b) All yards must be completely sodded upon completion of construction. Seeding in lieu of sodding is strictly prohibited.

(c) The plan shall include the planting of a three-inch (3") at base deciduous tree in the front yard in addition to any street requirements established by the Lexington-Fayette Urban County Government.

(d) Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and of the highest quality should be used to give the property a finished and established feeling.

(e) No hedge shall be planted on any lot unless its placement and planting are approved in writing by the Developer.

(f) No man-made lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets unless approved in writing by the Developer or its assigns.

10. **VEHICLES.** No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no operable vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year. Any and all routine automobile maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

11. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

12. **FIREWOOD STOCKPILING** Any and all firewood stockpiles shall be placed so as not to detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by the wind.

13. **ANIMALS.** No pets, other than the traditional domestic animals in this geographic area (i.e., dogs, cats, birds) shall be housed or kept on any lot. No pets, including traditional domestic animals, shall be kept for any commercial or breeding purposes. Pets shall always be under the control of the owner and adhere to the ordinances set forth by the Lexington-Fayette Urban County Government. No pets shall be allowed in any landscaped common areas.

14. **SUBDIVISION/ONE BUILDING PER LOT.** No additional subdivision of any lot shall be made. No more than one (1) building shall be built on any lot, with the exception of pool houses, gazebos or similar structures, any of which must have been approved by the Developer prior to construction. Any such structures which are constructed without prior Developer approval shall be subject to immediate removal upon demand of the Developer, at its sole discretion.

15. **TEMPORARY STRUCTURES.** No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by individual builders during the course of construction on such lot, or by the Developer. Any such shed or offices shall be removed upon substantial completion of construction of the lot in question. No such sheds and/or field offices of any kind shall be permitted on vacant lots once construction has been contemplated on seventy-five (75%) of the Subdivision lots.

16. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

17. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, fifteen (15) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

18. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

20. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

21. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unit 3-A and Unit 3-B, Phase 1; all of Blackford Property Subdivision, as shown on

the subdivision plats of record in Plat Cabinet M at Slides 860 and 861, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.


22. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

23. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

24. **AMENDMENTS.** The Developer may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by an provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

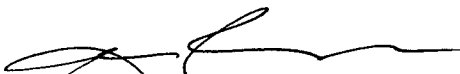
BY: 
Member

By: Bryant Road, LLC

BY: 
Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

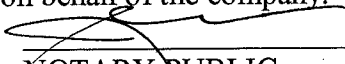
The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Ray Ball Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.



NOTARY PUBLIC
My commission expires: 9/25/2007

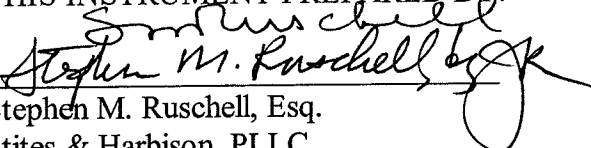
STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Caldwell as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.



NOTARY PUBLIC
My commission expires: 9/25/2007

THIS INSTRUMENT PREPARED BY:

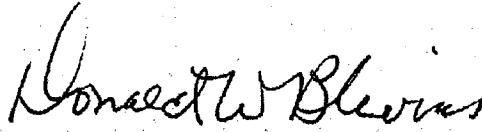


Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[80' Lots]

DEED BOOK 2662 PAGE 402

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: DOUG BRADLEY , dc

200607280193

July 28, 2006

11:19:35 AM

Fees	\$19.00	Tax	\$.00
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Total Paid	\$19.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

9 Pages

394 - 402

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 4-A, PHASE 1, UNITS 4-E AND 4-F
SECTION 2, PHASE 2 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 4-A, Phase 1, Units 4-E and 4-F, Section 2, Phase 2, all of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495 and in Deed Book 2559, Page 26 and by Fourth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the foregoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **MINIMUM SQUARE FOOTAGE.**

(a) any one (1) story Residence constructed upon any lot within the subdivision shall have a minimum of square footage of one thousand eight hundred (1,800) square feet;

(b) any one and one-half (1 ½) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand two hundred (2,200) square feet, with a first floor minimum square feet of twelve hundred (1,200) square feet; and

(c) any two (2) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand six hundred (2,600) square feet, with a first floor minimum square footage of one thousand three hundred (1,300) square feet.

4. **HOUSE PLANS AND CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in

writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

5. **BRICK FRONTS AND BRICK TO GRADE.** Any Residence constructed upon a lot which Residence shall front on the Boulevard shall have a front façade of all brick, except over roofed areas, and the remaining portions shall be brick to grade.

6. **ROOF PITCH.** The majority of the area of a roof of any residence constructed upon a lot, as viewed from the street, shall be a roof pitch of not less than six (6) or over twelve (12).

7. **SHINGLES.** No shingle used upon any roof of a residence constructed upon a lot within the subdivision shall be less than "three (3) tab standard".

8. **MAIL BOXES.** Each residence constructed upon a lot within the subdivision shall install a post and mail box consistent with the neighborhood.

9. **SWIMMING POOLS AND LIGHTING.** All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No swimming pool shall extend beyond the primary permanent residential structure. Lighting will be designed of recreational character so as not to negatively impact the surrounding residences from such lighting.

10. **GRADING.** As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks.

11. **GARAGES AND OTHER OUTBUILDINGS.** Any residence constructed upon a lot shall have a two (2) car attached garage. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

12. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

13. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers

shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

14. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, fifteen (15) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

15. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

16. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

17. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

18. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and

shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

20. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

21. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

22. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unit 4-A, Phase 1, Units 4-E and 4-F, Section 2, Phase 2; all of Blackford Property Subdivision, as shown on the subdivision plats of record in Plat Cabinet M, at Slide 881, 862 and 863 respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

23. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

24. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

25. **AMENDMENTS.** The Developer may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by an provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____
Member

By: Bryant Road, LLC

BY: _____
Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: 9/25/2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Caldwell as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: 9/25/2007

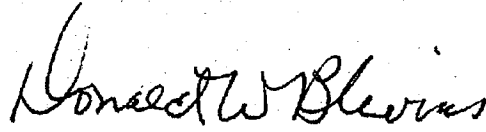
THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell, Esq.
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[60' Lots]

BR51:32074:229554:1:LEXINGTON

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY , dc

200607280194

July 28, 2006

11:19:58 AM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

403 - 408

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 1-C, SECTION 2, PHASE 2 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 1-C, Section 2 of Blackford Property Phase 2 (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495 and in Deed Book 2559, Page 26 and by Fourth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. DETACHED GARAGES AND OTHER OUTBUILDINGS. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of

Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding

purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unit 1-C, Section 2 of Blackford Property Phase 2 Subdivision, as shown on the subdivision plat of record in Plat Cabinet M, at Slide 864, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility

for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY:  _____

Member

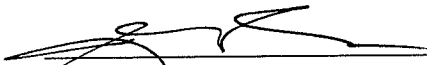
By: Bryant Road, LLC

BY:  _____

Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

 _____
NOTARY PUBLIC

My commission expires: 7/25/2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

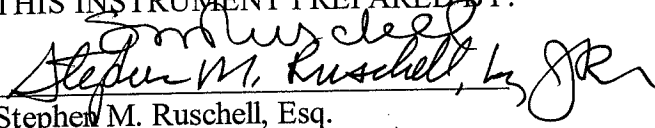
The foregoing instrument was acknowledged before me on this the 14th day of July, 2006, by D. Caldwell as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.



NOTARY PUBLIC

My commission expires: 9/25/2007

THIS INSTRUMENT PREPARED BY:


Stephen M. Ruschell, Esq.
Stites & Harbison
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[40' Lots]

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: DOUG BRADLEY , dc

200607280195

July 28, 2006

11:20:16 AM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

409 - 414

SUPPLEMENT TO FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, CONCERNING
BLACKFORD PROPERTY
PHASE 1, LOTS 30-40 and 45-53 OF UNIT 4-A

THIS SUPPLEMENT TO FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 13th day of ~~NOVEMBER~~, 2006, by BALL-BRYANT, LLC, a limited liability company, JAMES T. NASH BUILDER, INC., a Kentucky corporation and BLACKFORD OAKS PLACE OWNERS ASSOCIATION, INC., a Kentucky non-profit corporation.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Fourth Amendment to Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oaks Place Subdivision to include Phase 1, Unit 3-A, Phase 1, Unit 3-B, Phase 1 Unit 4-E, Section 2, Phase 1 Unit 4-F, Section 2, Phase 1, Unit 4-A and Phase 2, Unit 1-C, Section 2A of the Blackford Property Subdivision ("Fourth Amendment to Master Declaration") which was dated and executed on July 14, 2006 and which was placed of record with the Fayette County Court Clerk on July 28, 2006 in Deed Book 2662, Page 390;

WHEREAS, by Deed (the "Nash Deed") dated July 25, 2006, which was filed of record on July 27, 2006 in Deed Book 2662, Page 177 in the Fayette County Clerk's Office, Ball-Bryant, LLC conveyed to James T. Nash Builder, Inc. the following described property:

Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 45, 46, 47, 48, 49, 50, 51, 52 and 53 of Phase 1, Unit 4-A of the Blackford Property of record in Plat Cabinet M, Slide 881 in the Office of the Fayette County Clerk.

(collectively the "Property"),

WHEREAS, Ball-Bryant, LLC and James T. Nash Builder, Inc. intended that the Property conveyed in the Nash Deed be subject to the Fourth Amendment to Master Declaration, but through inadvertence and mistake, the Nash Deed was recorded in the Fayette County Clerk's Office prior to the recording of the Fourth Amendment to Master Declaration;

NOW, THEREFORE, James T. Nash Builder, Inc. hereby declares that the Property conveyed to it in the Nash Deed be subject to terms and conditions of the Fourth Amendment to Master Declaration.

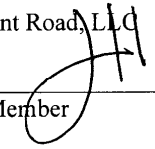
IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: 
Member

By: Bryant Road, LLC

BY: 
Member

JAMES T. NASH BUILDER, INC.

By: 
Its: President

BLACKFORD OAK PLACE OWNERS ASSOCIATION,
INC.

By: 
Its: Mr.

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 5th day of September, 2006, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC

My commission expires: September 25, 2007

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 29th day of August, 2006, by Joe R.B. Hader as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

Madeline Brion-Lyfe
NOTARY PUBLIC

My commission expires: 12/12/2007

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 13 day of November, 2006 by James T. Nash as president of James T. Nash Builder, Inc., on behalf of said corporation.

My commission expires:

September 25, 2007
[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 16th day of November, 2006 by D. Ray Ball, Jr. as President of Blackford Oak Place Owners Association, Inc., a Kentucky corporation, on behalf of the corporation.

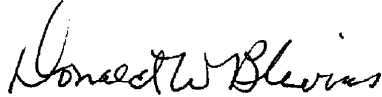
My commission expires:

September 25, 2007
[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY , dc

200611200184

November 20, 2006 14:29:03 PM

Fees	\$13.00	Tax	\$0.00
Total Paid	\$13.00		

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

435 - 438

BOOK 2693 PAGE 563

FIFTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
UNIT 1-A, SECTION 1, UNIT 1-B, SECTION 1 and
UNITS 1-E, 1-F, 1-G, 1-H, 1-I and UNIT 1-J, SECTION 1, ALL IN PHASE 3

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 1st day of December, 2006, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390 and Deed Book 2688, Page 435.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Phase 3, Unit 1-A, Section 1 of the Blackford Property of record in Plat Cabinet M, Slide 986 with the Fayette County Clerk.

Phase 3, Unit 1-B, Section 1 of the Blackford Property of record in Plat Cabinet M, Slide 987 with the Fayette County Clerk.

Phase 3, Unit 1-E of the Blackford Property of record in Plat Cabinet M, Slide 988 with the Fayette County Clerk.

Phase 3, Unit 1-F of the Blackford Property of record in Plat Cabinet M, Slide 989 with the Fayette County Clerk.

Phase 3, Unit 1-G of the Blackford Property of record in Plat Cabinet M, Slide 990 with the Fayette County Clerk.

Phase 3, Unit 1-H of the Blackford Property of record in Plat Cabinet M, Slide 991 with the Fayette County Clerk.

Phase 3, Unit 1-I of the Blackford Property of record in Plat Cabinet M, Slide 992 with the Fayette County Clerk.

Phase 3, Unit 1-J, Section 1 of the Blackford Property of record in Plat Cabinet M, Slide 993 with the Fayette County Clerk.

(collectively the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC, by Ball Homes, LLC,

as a Member

By: _____

Its: President

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: _____

Its: VP

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 11 day of December, 2006 by D. Ray Ball, Jr., President of Ball-Homes, LLC, as member of Ball-Bryant, LLC, on behalf of said limited liability company.

My commission expires:

September 23, 2007

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 12 day of December, 2006 by Joe Harker as Vice President of Blackford Oak Place Owners Association, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

May 17, 2010

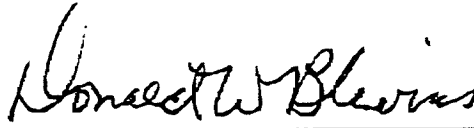
[Signature: Frances Casey Disher]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

[Signature: Stephen M. Ruschell]
Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507

DEED BOOK 2693 PAGE 566

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: DOUG BRADLEY , dc

200612120346

December 12, 2006 14:56:26 PM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

563 - 566

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT 1-A, SECTION 1 AND UNIT 1-B, SECTION 1, PHASE 3
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE**

BALL-BRYANT, LLC ("Developer"), is the owner of Unit 1-A, Section 1 and Unit 1-B, Section 1, Phase 3, all of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390 and Deed Book 2688, Page 435 and by Fifth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **MINIMUM SQUARE FOOTAGE.**

(a) any one (1) story Residence constructed upon any lot within the subdivision shall have a minimum of square footage of one thousand eight hundred (1,800) square feet;

(b) any one and one-half (1 ½) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand two hundred (2,200) square feet, with a first floor minimum square feet of twelve hundred (1,200) square feet; and

(c) any two (2) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand six hundred (2,600) square feet, with a first floor minimum square footage of one thousand three hundred (1,300) square feet.

4. **HOUSE PLANS AND CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

5. **BRICK FRONTS AND BRICK TO GRADE.** Any Residence constructed upon a lot which Residence shall front on the Boulevard shall have a front façade of all brick, except over roofed areas, and the remaining portions shall be brick to grade.
6. **ROOF PITCH.** The majority of the area of a roof of any residence constructed upon a lot, as viewed from the street, shall be a roof pitch of not less than six (6) or over twelve (12).
7. **SHINGLES.** No shingle used upon any roof of a residence constructed upon a lot within the subdivision shall be less than "three (3) tab standard".
8. **MAIL BOXES.** Each residence constructed upon a lot within the subdivision shall install a post and mail box consistent with the neighborhood.
9. **SWIMMING POOL, ENCLOSURES AND LIGHTING.** All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No swimming pool shall extend beyond the primary permanent residential structure. No swimming pool shall be enclosed including pool domes or holidome type structures. Lighting will be designed of recreational character so as not to negatively impact the surrounding residences from such lighting.
10. **GRADING.** As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks.
11. **GARAGES AND OTHER OUTBUILDINGS.** Any residence constructed upon a lot shall have a two (2) car attached garage. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.
12. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.
13. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion

of the Property other than a garage. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

14. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, fifteen (15) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

15. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

16. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

17. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the foregoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

18. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to

violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

20. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

21. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

22. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Unit 1-A, Section 1 and Unit 1-B, Section 1, Phase 3; all of Blackford Property Subdivision, as shown on the subdivision plats of record in Plat Cabinet M at Slide 986 and 987, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

23. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

24. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

25. **AMENDMENTS.** The Developer may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by an provision hereof, provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____

Member

By: Bryant Road, LLC

BY: _____

Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 11th day of December, 2006, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: September 23, 2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 12 day of December, 2006, by Joe Hacker as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: May 17, 2010

THIS INSTRUMENT PREPARED BY:

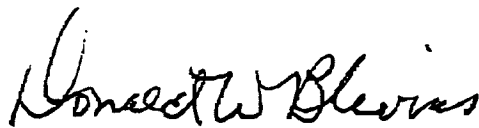
Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[60' Lots]

BR51:32074:250437:1:LEXINGTON

DEED BOOK 2693 PAGE 572

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: DOUG BRADLEY , dc

200612120347

December 12, 2006 14:56:52 PM

Fees	\$19.00	Tax	\$.00
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Total Paid	\$19.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

567 - 572

**DECLARATION OF RESTRICTIVE COVENANTS FOR
UNITS 1-E, 1-F, 1-G, 1-H, 1-I, AND UNIT 1-J, SECTION 1, PHASE 3 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL-BRYANT, LLC ("Developer"), is the owner of Units 1-E, 1-F, 1-G, 1-H, 1-I and Unit 1-J, Section 1, Phase 3 of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390 and Deed Book 2688, Page 435 and by Fifth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the foregoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or

doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. ANIMALS. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets

(meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural flow of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Units 1-E, 1-F, 1-G, 1-H, 1-I and Unit 1-J, Section 1, Phase 3 of Blackford Property Subdivision, as shown on the subdivision plat of record in Plat Cabinet M at Slides 988, 989, 990, 991, 992 and 993, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision

Regulations and Zoning Ordinances as adopted from time to time.

18. DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS. Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____
Member

By: Bryant Road, LLC

BY: _____
Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 11th day of December, 2006, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

NOTARY PUBLIC

My commission expires: September 23, 2007

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 12 day of December, 2006, by Joe Hacker as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.


Guine Frances Casey (Hickory)
NOTARY PUBLIC

My commission expires: May 17, 2010

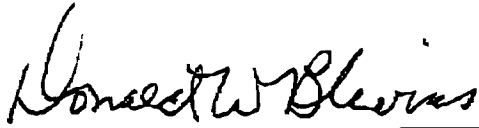
THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[40' Lots]

DEED BOOK 2693 PAGE 578

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: **DOUG BRADLEY**, dc

200612120348

December 12, 2006 14:57:16 PM

Fees	\$19.00	Tax	\$.00
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Total Paid	\$19.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

573 - 578

SIXTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
UNIT 1-A, SECTION 2, UNIT 1-B, SECTION 2,
UNIT 1-C and UNIT 1-D, ALL IN PHASE 3

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 1st day of May, 2007, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435 and Deed Book 2693, Page 563.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Phase 3, Unit 1-A, Section 2 of the Blackford Property of record in Plat Cabinet N, Slide 97 with the Fayette County Clerk.

Phase 3, Unit 1-B, Section 2 of the Blackford Property of record in Plat Cabinet N, Slide 98 with the Fayette County Clerk.

Phase 3, Unit 1-C of the Blackford Property of record in Plat Cabinet N, Slide 99 with the Fayette County Clerk.

Phase 3, Unit 1-D of the Blackford Property of record in Plat Cabinet N, Slide 100 with the Fayette County Clerk.

(collectively the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

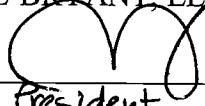
RETURN TO:
Stephen M. Ruschell
250 W. Main, 23rd Floor
Lexington, KY 40507

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.


NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

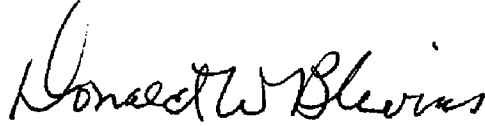
BALL-BRYANT, LLC, By: BALL HOMES, LLC,
as a Member

By: 
Its: President

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: 
Its: President

**I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: DOUG BRADLEY , dc

200705040097

May 4, 2007

9:39:28 AM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

450 - 453

**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 3, UNIT 1-A, SECTION 2; PHASE 3, UNIT 1-B, SECTION 2;
PHASE 3, UNIT 1-C; AND PHASE 3, UNIT 1-D
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE**

BALL-BRYANT, LLC ("Developer"), is the owner of Phase 3, Unit 1-A, Section 2; Phase 3, Unit 1-B, Section 2; Phase 3, Unit 1-C; and Phase 3, Unit 1-D, all of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435 and Book 2693, Page 563 and by Sixth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **MINIMUM SQUARE FOOTAGE.**

(a) any one (1) story Residence constructed upon any lot within the subdivision shall have a minimum of square footage of one thousand eight hundred (1,800) square feet;

(b) any one and one-half (1 ½) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand two hundred (2,200) square feet, with a first floor minimum square feet of twelve hundred (1,200) square feet; and

(c) any two (2) story Residence constructed upon any lot within the subdivision shall have a minimum square footage of two thousand six hundred (2,600) square feet, with a first floor minimum square footage of one thousand three hundred (1,300) square feet.

4. **HOUSE PLANS AND CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in

writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

5. **BRICK FRONTS AND BRICK TO GRADE.** Any Residence constructed upon a lot which Residence shall front on the Boulevard shall have a front façade of all brick, except over roofed areas, and the remaining portions shall be brick to grade.

6. **ROOF PITCH.** The majority of the area of a roof of any residence constructed upon a lot, as viewed from the street, shall be a roof pitch of not less than six (6) or over twelve (12).

7. **SHINGLES.** No shingle used upon any roof of a residence constructed upon a lot within the subdivision shall be less than "three (3) tab standard".

8. **MAIL BOXES.** Each residence constructed upon a lot within the subdivision shall install a post and mail box consistent with the neighborhood.

9. **SWIMMING POOL, ENCLOSURES AND LIGHTING.** All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No swimming pool shall extend beyond the primary permanent residential structure. No swimming pool shall be enclosed including pool domes or holidome type structures. Lighting will be designed of recreational character so as not to negatively impact the surrounding residences from such lighting.

10. **GRADING.** As construction on a lot is completed, it shall be fully graded, and it shall be sodded except only for the building area, driveways, patios and sidewalks.

11. **GARAGES AND OTHER OUTBUILDINGS.** Any residence constructed upon a lot shall have a two (2) car attached garage. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

12. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

13. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

14. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, fifteen (15) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

15. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

16. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

17. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the foregoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

18. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

20. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

21. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

22. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Phase 3, Unit 1-A, Section 2; Phase 3, Unit 1-B, Section 2; Phase 3, Unit 1-C; and Phase 3, Unit 1-D, all of Blackford Property, as shown on the subdivision plats of record in Plat Cabinet N at Slide 97, 98, 99 and 100, respectively, as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

23. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

24. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

25. **AMENDMENTS.** The Developer may amend any provision in this Declaration so long as in its good faith judgment either the Property or the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the Unit or the remainder of the subdivision is hindered or made less economic in any way by an provision hereof; provided, however, that this right of amendment shall cease upon the

conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY:  _____

Member

By: Bryant Road, LLC

BY: _____

Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 2nd day of May, 2007, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

 _____
NOTARY PUBLIC

My commission expires: September 25, 2007

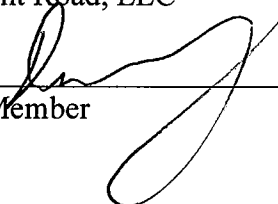
conveyance by deed by the Developer to others of either ninety (90%) of all the lots in the Unit or ninety (90%) percent of the lots in the entire subdivision.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____
Member

By: Bryant Road, LLC

BY:  _____
Member

~~STATE OF KENTUCKY)
COUNTY OF FAYETTE)~~

~~The foregoing instrument was acknowledged before me on this the ____ day of May, 2007, by _____ as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.~~

NOTARY PUBLIC

My commission expires: _____

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 1 day of May, 2007, by Dee Caldwell as member of Bryant Road, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

Maddie Brown High
NOTARY PUBLIC

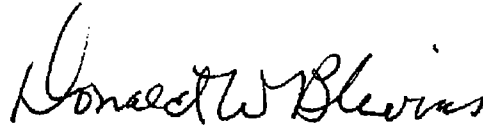
My commission expires: 12/12/2009

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

[60' Lots]

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY , dc

200705040100

May 4, 2007

9:39:50 AM

Fees	\$25.00	Tax	\$0.00
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Total Paid	\$25.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

454 - 461

SEVENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 3, UNIT 1-J, SECTION 2

THIS SEVENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 84 day of June, 2007, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAKS PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oaks Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563 and Deed Book 2723, Page 450.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Phase 3, Unit 1-J, Section 2 of the Blackford Property of record in Plat Cabinet N, Slide 102 with the Fayette County Clerk.

(the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or

RETURN TO:

Stephen M. Ruschell
250 W. Main, 23rd Floor
Lexington, KY 40507

acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC, a Kentucky
limited liability company

Ball Homes, LLC

By: _____

Member

BLACKFORD OAKS PLACE OWNERS
ASSOCIATION, INC.

By: _____

Its: Vice President


The foregoing instrument was acknowledged before me this 8th day of June, 2007 by D. Ray Ball, Jr., as a Member as member of Ball-Bryant, LLC, on behalf of said limited liability company. OF Ball Homes, LLC,

September 25, 2000

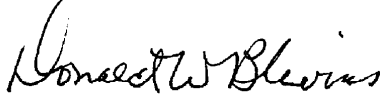
COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

My commission expires:

September 25, 2007


Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY , dc

200706180243

June 18, 2007 15:26:01 PM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$10.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

64 - 67

EIGHTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 1, UNIT 5-A

THIS EIGHTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 26th day of February, 2013, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563, Deed Book 2723, Page 450 and Deed Book 2735, Page 64.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC, is the owner and developer of:

Phase 1, Unit 5-A of the Blackford Property of record in Plat Cabinet N, Slide 992 with the Fayette County Clerk.

(the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants,

conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL-BRYANT, LLC, a Kentucky
limited liability company

By: Ball Homes, LLC

By: _____

Member

BLACKFORD OAK PLACE OWNERS
ASSOCIATION, INC.

By: _____

Its: _____

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 20 day of ^{March} ~~February~~, 2013 by D. Ray Ball, Jr. as member of Ball Homes, LLC, as member of Ball-Bryant, LLC, a Kentucky limited liability company on behalf of the company.

My commission expires:

January 25 2014
Shawn [Signature] 412445

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

The foregoing instrument was acknowledged before me this 3rd day of ~~February~~^{May}, 2013 by Stephanie Hurd as Secretary of Blackford Oak Place Owners Association, Inc., a Kentucky corporation, on behalf of the corporation.

October 13, 2015

THIS INSTRUMENT PREPARED BY:

3

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MARCIA DERR ,dc

201305170084

May 17, 2013

11:36:43

AM

Fees

\$13.00

Tax

\$.00

Total Paid

\$13.00

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

591 - 594

**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 1, UNIT 5-A OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL-BRYANT, LLC, a Kentucky limited liability company, is the original developer of the Blackford Property Subdivision, and **BALL HOMES, LLC**, a Kentucky Limited Liability Company, is the owner of Phase 1, Unit 5-A, of Blackford Property (the "Property"). Ball-Bryant, LLC and Ball Homes, LLC are collectively referred to herein as "Developer". Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563, Deed Book 2723, Page 450 and Deed Book 2735, Page 64 and by Eighth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. DETACHED GARAGES AND OTHER OUTBUILDINGS. No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence

and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer and/or the Blackford Oaks Owner's Association, Inc. (the "HOA") shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer and/or the HOA deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer and/or the HOA, the owner of such lot shall reimburse Developer and/or the HOA for all costs incurred in performing such work and Developer and/or HOA shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer and/or HOA demands payment and ending on the date that Developer and/or HOA are indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Phase 1, Unit 5-A of Blackford Property Subdivision, as shown on the subdivision plat of record in Plat Cabinet N at Slide 992 as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

Dated this 20 day of ^{March}~~February~~, 2013.

BALL-BRYANT, LLC

BY: Ball Homes, LLC

BY: _____

Member

BALL HOMES, LLC

BY: _____

D. Ray Ball, Jr., President

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 20 day of ^{March}~~February~~, 2013, by D. Ray Ball, Jr. as member of Ball Homes, LLC as member of Ball-Bryant, LLC, a Kentucky limited liability company, on behalf of the company.

Shawn Smith 412445
NOTARY PUBLIC

My commission expires: 1-25-2014

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 20 day of ^{march}~~February~~, 2013, by D. Ray Ball, Jr. as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

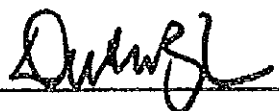
Shawnan Small 412445
NOTARY PUBLIC

My commission expires: 1-25-2014

THIS INSTRUMENT PREPARED BY:

Stephen M. Ruschell
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MARCIA DERR ,dc

201305170085

May 17, 2013

11:37:14 AM

Fees	\$19.00	Tax	\$.00
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Total Paid	\$19.00
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6 Pages

595 - 600

**NINTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY**

THIS **NINTH AMENDMENT** TO MASTER DECLARATOIN OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 25 day of July, 2013, by BALL-BRYANT, LLC, a limited liability company (hereinafter collectively referred to as "Developer").

WITNESSETH

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oaks Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and future Designated Units of the Blackford Propoerty Subdivision ("Master Declaration") which is of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563, Deed Book 2723, Page 450 and Deed Book 2735, Page 64.

WHEREAS, Section 8.10(a)(v) of the Master Declaration provides that "the Developer may amend any provision of this Declaration so long as in its good faith judgment either the Submitted Property or the remainder of the subdivision will be benefitted by such amendment."

WHEREAS, DECLARANT has a desire, on the behalf of and for the benefit of all owners, to amend the DECLARATION and modify the terms of the Master Declaration with regards to Proxy Voting and the quarterly payment of annual assessments;

NOW, THEREFORE, DECLARANT hereby amends the DECLARATION as FOLLOWS:

1. Section 6.6 – Master Declaration of ARTICLE VI; LIEN FOR ASSESSMENTS; is hereby deleted and replaced with the following new Section 6.6 of ARTICLE VI.

Section 6.6 Date of Commencement and Amounts of Annual Assessments.

The initial assessment hereunder shall be \$100.00 Dollars per year, beginning January 1, 2005. Assessments are not applicable to the Developer. After January 1, 2005, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessments. The annual assessment will be dated July 1 of each year and will be due and payable on the

first day of July of each year. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the lot from the date of closing through June 30 of that fiscal year.

2. Section 3.2 – Master Declaration of ARTICLE III; ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; is hereby modified as follows.

Section 3.2 Voting Rights.

Replace the final sentence that reads, “Owners may not vote by written proxy, but an Owner’s vote may be cast with the Owner’s spouse in the Owner’s absence” with a sentence that reads, “Owners may vote by written proxy, and an Owner’s vote may be cast with the Owner’s spouse in the Owner’s absence, without the need for a proxy.”

IN TESTIMONY WHEREOF, the undersigned has duly executed this Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions, effective as of the date indicated above.

“DECLARANT”

BALL HOMES, LLC, A Kentucky
Limited Liability Company

By: _____

Its: President

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this the 25 day of July, 2012, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky Limited Liability Company, on behalf of the company.

Shawn B. Small 412445
NOTARY PUBLIC

My commission expires: 1-25-2014

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris Esq.
Jonathan R. Norris, Esq.

3609 Walden Drive
Lexington, Kentucky 40517
(859) 268 1191

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MARCIA DERR ,dc

201307300179

July 30, 2013 11:56:38 AM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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3 Pages

361 - 363

TENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 1, UNIT 5-B AND UNIT 5-C

THIS TENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made this 4th day of September, 2014, by BALL HOMES, LLC, a limited liability company as successor to BALL-BRYANT, LLC (hereinafter collectively referred to as "Developer") and BLACKFORD OAK PLACE OWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Ball-Bryant, LLC assigned its developer rights by that certain September 5, 2014 Assignment and Assumption of Developer Rights of record in Deed Book 3263 Page 235 in the Fayette County Clerk's Office.

WHEREAS, Developer filed a Master Declaration Of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units of the Blackford Property Subdivision ("Master Declaration") which is of record with the Fayette County Court Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563, Deed Book 2723, Page 450, Deed Book 2735, Page 64, Deed Book 3152, Page 591, and Deed Book 3172, Page 361.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at their sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball Homes, LLC, is the owner and developer of:

Phase 1, Unit 5-B of the Blackford Property of record in Plat Cabinet R, Slide 176 with the Fayette County Clerk and;

Phase 1, Unit 5-C of the Blackford Property of record in Plat Cabinet R, Slide 177 with the Fayette County Clerk.

(the "Additional Submitted Property"),

and desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer desires that the "Additional Submitted Property" be subject to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration are hereby amended to include the "Additional Submitted Property." All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the owner or owners of any portion of the Property.

IN WITNESS WHEREOF, Developer has executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL HOMES, LLC, a Kentucky limited liability company

By: 

Its: Vice President

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 9th day of ~~September~~ ^{October}, 2014
by Mike Ball as Vice President of Ball Homes, LLC, a Kentucky
limited liability company.


My commission expires:

October 13, 2015


NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Notary ID # 453101

THIS INSTRUMENT PREPARED BY:


Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: EMILY GENTRY ,dc

201410130299

October 13, 2014

15:40:52 PM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

3 Pages

592 - 594

**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 1, UNIT 5-B AND UNIT 5-C, OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL HOMES, LLC, as successor to Ball-Bryant, LLC ("Developer"), is the owner of Phase 1, Unit 5-B and Unit 5-C, of Blackford Property (collectively the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended in Deed Book 2480, Page 237, Deed Book 2544, Page 495, Deed Book 2559, Page 26, Deed Book 2662, Page 390, Deed Book 2688, Page 435, Deed Book 2693, Page 563, Deed Book 2723, Page 450, Deed Book 2735, Page 64, Deed Book 3152, Page 591, and Deed Book 3172, Page 361 and by the Tenth Amendment filed contemporaneously herewith and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. DETACHED GARAGES AND OTHER OUTBUILDINGS. No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached

BR51:32074:516227:1:LEXINGTON

RETURN TO:

Stephen M. Ruschell
250 W. Main, 23rd Floor
Lexington, KY 40507

garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets

(meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2034, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Phase 1, Unit 5-B and Unit 5-C of Blackford Property Subdivision, as shown on the subdivision plat of record in Plat Cabinet R at Slides 176 and 177 as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS. Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

BALL HOMES, LLC

By: ML

Its: Member

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 4th day of September, 2014, by Mike Ball as a Member of Ball Homes, LLC, a Kentucky limited liability company.

[Signature]
NOTARY PUBLIC

My commission expires: September 13, 2015

THIS INSTRUMENT PREPARED BY:

[Signature]
Stephen M. Ruschell, Esq.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

DEED BOOK 3269 PAGE 599

**I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: EMILY GENTRY ,dc

201410130300

October 13, 2014

15:42:20 PM

Fees	\$16.00	Tax	\$0.00
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Total Paid	\$16.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

595 - 599

**ELEVENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 3, UNIT 1-K and UNIT 1-L**

This Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions, Reservations and Easements (the "Eleventh Amendment") is made this 29th Day of June, 2016, by **BALL HOMES, LLC**, a limited liability company, as successor-in-interest to Ball-Bryant, LLC (hereinafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, Ball-Bryant, LLC assigned its developer rights by that certain September 5, 2014 Assignment and Assumption of Developer Rights of record in Deed Book 3263, Page 235 in the Fayette County Clerk's Office.

WHEREAS, Ball-Bryant, LLC as Developer, filed a Master Declaration of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units all in Phase 1 of the Blackford Property Subdivision that is of record with the Fayette County Clerk in Deed Book 2443, Page 335; as previously amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2692, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 59; the Ninth Amendment in Deed Book 3172, Page 361 and the Tenth Amendment in Deed Book 3269, Page 592, in the aforesaid clerk's office (as amended, the "Master Declaration"). All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed in the Master Declaration.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at its sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball Homes, LLC, is the owner and developer of:

Phase 3, Unit 1-K of the Blackford Property of record in Plat Cabinet R, Slide 411 with the Fayette County Clerk and;

Phase 3, Unit 1-L of the Blackford Property of record in Plat Cabinet R, Slide 412 with the Fayette County Clerk.

(the "Additional Submitted Property")

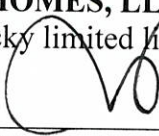
And desires to have the Additional Submitted Property subject to the Master Declaration; and

WHEREAS, Developer is executing and recording this Eleventh Amendment to add and subject said Additional Submitted Property to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied, and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration, and the plat references and definition of "Submitted Property therein, are hereby amended to include the Additional Submitted Property and the plats relating thereto. All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the Developer and the owner or owners of any portion of the Submitted Property.

IN WITNESS WHEREOF, Developer has hereunto executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

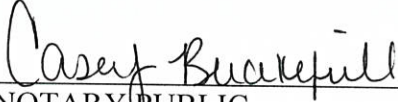
BALL HOMES, LLC,
a Kentucky limited liability company

By: 
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 30th day of June 2016, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

 #494251
NOTARY PUBLIC

My commission expires: 7/29/17

THIS INSTRUMENT PREPARED BY:


Ball Homes, LLC

By: Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: SHEA BROWN ,dc

201606300285

June 30, 2016

15:25:22 PM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

3 Pages

554 - 556

**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 3, UNIT 1-K and 1-L OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL HOMES, LLC, a Kentucky Limited Liability company (the "Developer"), is the current owner of Phase 3, Unit 1-K and 1-L, of Blackford Property (the "Property") and successor-in-interest to the original developer, Ball-Bryant, LLC. Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **PRIOR MASTER DECLARATION.** The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2692, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 59; the Ninth Amendment in Deed Book 3172, Page 361; the Tenth Amendment in Deed Book 3269, Page 592 and the Eleventh Amendment filed contemporaneously herewith, and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall,

RETURN TO PREPARER

286 4

at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer and/or the Blackford Oaks Owner's Association, Inc. (the "HOA") shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer and/or the HOA deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer and/or the HOA, the owner of such lot shall reimburse Developer and/or the HOA for all costs incurred in performing such work and Developer and/or HOA shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer and/or HOA demands payment and ending on the date that Developer and/or HOA are indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by t

he owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2037, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Phase 3, Unit 1-K and 1-L of Blackford Property Subdivision, Unit 1-K as shown on the subdivision plat of record in Plat Cabinet R at Slide 411 and Unit 1-L as show on the subdivision plat of record in Plat Cabinet R at Slide 412 as well as any amendments thereto, in the Office of the Fayette County Clerk and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the

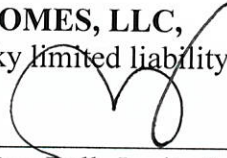
Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.

Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

Dated this 29th day of June, 2016.


BALL HOMES, LLC,
a Kentucky limited liability company

By: 
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

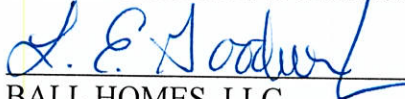
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 30th day of June 2016, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

 #1994251
NOTARY PUBLIC

My commission expires: 7/29/17

THIS INSTRUMENT PREPARED BY:


BALL HOMES, LLC
Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: SHEA BROWN ,dc

201606300286

June 30, 2016

15:27:16 PM

Fees	\$16.00	Tax	\$.00
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Total Paid	\$16.00
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5 Pages

637 - 641

**TWELFTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 3, UNIT 1-N, SECTION 1, and UNIT 1-P, SECTION 1**

This Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions, Reservations and Easements (the "Twelfth Amendment") is made this 7th day of September, 2018, by **BALL HOMES, LLC**, a limited liability company, as successor-in-interest to Ball-Bryant, LLC (hereinafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units all in Phase 1 of the Blackford Property Subdivision that is of record with the Fayette County Clerk in Deed Book 2443, Page 335; as previously amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2693, Page 563, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 591; the Ninth Amendment in Deed Book 3172, Page 361, the Tenth Amendment in Deed Book 3269, Page 592; and the Eleventh Amendment in Deed Book 109, Page 554 in the aforesaid clerk's office (as amended, the "Master Declaration"). All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed in the Master Declaration.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at its sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC assigned its developer rights by that certain September 5, 2014 Assignment and Assumption of Developer Rights of record in Deed Book 3263, Page 235 in the Fayette County Clerk's Office.

WHEREAS, Ball Homes, LLC, is the owner and developer of the following real property (the "Additional Submitted Property"):

Phase 3, Unit 1-P, Section 1, of the Blackford Property of record in
Plat Cabinet R, Slide 812 with the Fayette County Clerk,

Phase 3, Unit 1-N, Section 1, of the Blackford Property of record in
Plat Cabinet R, Slide 813 with the Fayette County Clerk; and

WHEREAS, Developer desires to have the Additional Submitted Property subject to the Master Declaration and is executing and recording this Eleventh Amendment to add and subject said Additional Submitted Property to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied, and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration, and the plat references and definition of "Submitted Property therein, are hereby amended to include the Additional Submitted Property and the plats relating thereto. All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the Developer and the owner or owners of any portion of the Submitted Property.

IN WITNESS WHEREOF, Developer has hereunto executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL HOMES, LLC,
a Kentucky limited liability company

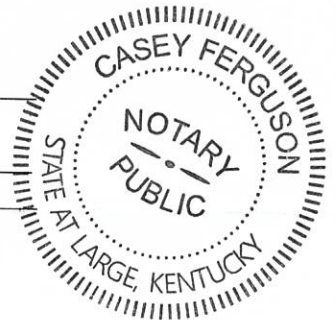
By: [Signature]
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 7 day of September 2018, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

[Signature: Casey Ferguson]
NOTARY PUBLIC
My commission expires: 7/29/21
ID#: 582712



THIS INSTRUMENT PREPARED BY:

[Signature: L. E. Goodwin, Jr.]
Ball Homes, LLC
By: Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: EMILY GENTRY ,dc

201809120038

September 12, 2018 8:49:08 AM

Fees	\$13.00	Tax	\$.00
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Total Paid	\$13.00
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3 Pages

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**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 3, UNIT 1-N, SECTION 1 and UNIT 1-P, SECTION 1 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL HOMES, LLC, a Kentucky Limited Liability company (the "Developer"), is the current owner of all the real property and improvements in Phase 3, Unit 1-N and 1-P, of Blackford Property, as further described herein below (the "Property") and successor-in-interest to the original developer, Ball-Bryant, LLC. Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2692, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 59; the Ninth Amendment in Deed Book 3172, Page 361; the Tenth Amendment in Deed Book 3269, Page 592; the Eleventh Amendment in Deed Book 109, Page 554 and the Twelfth Amendment filed contemporaneously herewith, and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

5. DETACHED GARAGES AND OTHER OUTBUILDINGS. No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or

Return to Preparer

permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. EASEMENTS. Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. LOT CONDITION. In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer and/or the Blackford Oaks Owner's Association, Inc. (the "HOA") shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer and/or the HOA deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer and/or the HOA, the owner of such lot shall reimburse Developer and/or the HOA for all costs incurred in performing such work and Developer and/or HOA shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer and/or HOA demands payment and ending on the date that Developer and/or HOA are indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by t

he owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2037, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to all of the real property and improvements known as Phase 3, Units 1-P, Section 1 and 1-N, Section 1, of Blackford Property Subdivision, as shown on the subdivision plats of record in Plat Cabinet R, Slides 812 and 813, respectively, in the Office of the Fayette County Clerk, as well as any amendments thereto, and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the

Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.

Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

Dated this 9th day of September 2018.

BALL HOMES, LLC,
a Kentucky limited liability company

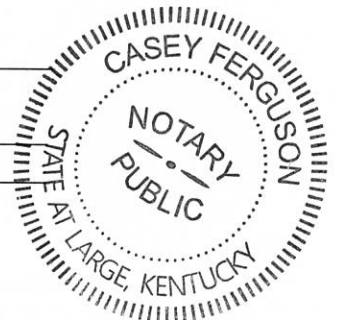
By: [Signature]
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 9th day of September 2018, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

[Signature: Casey Ferguson]
NOTARY PUBLIC
My commission expires: 7/29/21
ID #: 582712



THIS INSTRUMENT PREPARED BY:

[Signature: L. E. Goodwin, Jr.]
BALL HOMES, LLC
Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

**I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: EMILY GENTRY ,dc

201809120039

September 12, 2018 8:49:16 AM

Fees	\$16.00	Tax	\$.00
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Total Paid	\$16.00
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5 Pages

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**THIRTEENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF
BLACKFORD OAKS PLACE A/K/A BLACKFORD PROPERTY,
SUBDIVISION, TO INCLUDE
BLACKFORD PROPERTY
PHASE 3, UNIT 1-M, UNIT 1-N, SECTION 2, and UNIT 1-P, SECTION 2**

This Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions, Reservations and Easements (the "Twelfth Amendment") is made this 21st day of August, 2019, by **BALL HOMES, LLC**, a limited liability company, as successor-in-interest to Ball-Bryant, LLC (hereinafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, Ball-Bryant, LLC, as Developer, filed a Master Declaration of Covenants, Conditions, Restrictions, Reservations And Easements of Blackford Oak Place Subdivision, Phase 1 Subdivision, All Sections Of Units 1-A, 1-B, 1-C, and 1-D, and Future Designated Units all in Phase 1 of the Blackford Property Subdivision that is of record with the Fayette County Clerk in Deed Book 2443, Page 335; as previously amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2693, Page 563, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 591; the Ninth Amendment in Deed Book 3172, Page 361, the Tenth Amendment in Deed Book 3269, Page 592; the Eleventh Amendment in Deed Book 109, Page 554 and the Twelfth Amendment in Deed Book 3614, Page 49 in the aforesaid clerk's office (as amended, the "Master Declaration"). All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed in the Master Declaration.

WHEREAS, Section 8.10(d) of the Master Declaration provides that the Developer may, at its sole discretion, declare additional real property to be subject to the Master Declaration.

WHEREAS, Ball-Bryant, LLC assigned its developer rights by that certain September 5, 2014 Assignment and Assumption of Developer Rights of record in Deed Book 3263, Page 235 in the Fayette County Clerk's Office.

WHEREAS, Ball Homes, LLC, is the owner and developer of the following real property (the "Additional Submitted Property"):

Lot 112, "HOA open space" as shown on Plat Cabinet R, Slide 865,
Phase 3, Unit 1-M of the Blackford Property of record in the Fayette
County Clerk's Office,

All real property shown on Phase 3, Unit 1-N, Section 2, of the Blackford Property of record in Plat Cabinet R, Slide 863 with the Fayette County Clerk,

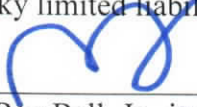
All real property shown on Phase 3, Unit 1-P, Section 2, of the Blackford Property of record in Plat Cabinet R, Slide 864 with the Fayette County Clerk; and

WHEREAS, Developer desires to have the Additional Submitted Property subject to the Master Declaration and is executing and recording this Eleventh Amendment to add and subject said Additional Submitted Property to the Master Declaration.

NOW, THEREFORE, Developer hereby declares that the "Additional Submitted Property" shall be held, conveyed, encumbered, used, occupied, and improved subject to the Master Declaration and that Sections 1.7, 1.13 and 1.14 of the Master Declaration, and the plat references and definition of "Submitted Property therein, are hereby amended to include the Additional Submitted Property and the plats relating thereto. All of the restrictions, covenants, conditions and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of the Developer and the owner or owners of any portion of the Submitted Property.

IN WITNESS WHEREOF, Developer has hereunto executed this instrument to be executed by its duly authorized officer as of the day and year first above written.

BALL HOMES, LLC,
a Kentucky limited liability company


By: 
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

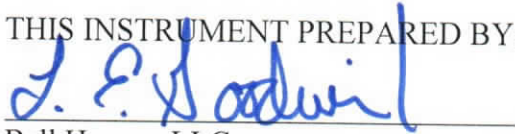
The foregoing instrument was acknowledged before me on this the 21st day of August, 2019, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.




NOTARY PUBLIC
My commission expires: 7/29/21
ID#: 582712

2

THIS INSTRUMENT PREPARED BY:

A handwritten signature in blue ink, appearing to read "L. E. Goodwin, Jr.", is written over a horizontal line.

Ball Homes, LLC


By: Lawrence E. Goodwin, Jr., General Counsel

3609 Walden Drive

Lexington, Kentucky 40517

2

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201908220235

August 22, 2019

14:11:39 PM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$13.00
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4 Pages

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**DECLARATION OF RESTRICTIVE COVENANTS FOR
PHASE 3, UNIT 1-M, UNIT 1-N, SECTION 2 and UNIT 1-P, SECTION 2 OF
BLACKFORD PROPERTY a/k/a BLACKFORD OAKS PLACE SUBDIVISION**

BALL HOMES, LLC, a Kentucky Limited Liability company (the "Developer"), is the current owner of all the real property and improvements in Phase 3, Unit 1-M, Unit 1-N, Section 2 and 1-P, Section 2, of Blackford Property, as further described herein below (the "Property") and successor-in-interest to the original developer, Ball-Bryant, LLC. Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Blackford Property Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. PRIOR MASTER DECLARATION. The Property is specifically made subject to that certain Master Declaration of record with the Fayette County Clerk in Deed Book 2443, Page 335 as amended by the following amendments filed of record in the aforesaid clerk's office: the Amendment in Deed Book 2480, Page 237; the Second Amendment in Deed Book 2544, Page 495; the Third Amendment in Deed Book 2559, Page 26; the Fourth Amendment in Deed Book 2662, Page 390; the Fifth Amendment in Deed Book 2692, the Sixth Amendment in Deed Book 2723, Page 450; the Seventh Amendment in Deed Book 2735, Page 64; the Eighth Amendment in Deed Book 3152, Page 59; the Ninth Amendment in Deed Book 3172, Page 361; the Tenth Amendment in Deed Book 3269, Page 592; the Eleventh Amendment in Deed Book 109, Page 554; the Twelfth Amendment in Deed Book 3614, Page 49 and the Thirteenth Amendment filed contemporaneously herewith, and each lot owner shall be a Member of the Blackford Oak Place Owners Association, Inc. as set forth in said Master Declaration.

2. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

3. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

4. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

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5. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No pool domes, holidomes nor detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property unless such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). Detached garages or outbuildings shall not be built with wood or aluminum siding, include a "barn style" roof and/or doors, or be situated upon cinder blocks or any other temporary type foundation. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

7. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, or boats, or trailers shall be allowed to be parked upon the streets or rights-of-way in the Property or on any portion of the Property other than a garage or approved storage facility. No recreational vehicles shall be allowed to be parked upon streets or in public rights-of-way in the Property. Recreational vehicles shall be permitted to be parked on a private drive, for a period not to exceed seven (7) continuous days or fourteen (14) days in any one (1) calendar year. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

8. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot. The Developer hereby retains, on all lots in the Property along the side line of each lot, a width, equal to the distance from the house to the side property line and along the rear yard, ten (10) feet, or the distance from the house to the property line, whichever is the lesser, an easement for utility, sewer, or other underground facilities that may be required for future development.

9. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer and/or the Blackford Oaks Owner's Association, Inc. (the "HOA") shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer and/or the HOA deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer and/or the HOA, the owner of such lot shall reimburse Developer and/or the HOA for all costs incurred in performing such work and Developer and/or HOA shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer and/or HOA demands payment and ending on the date that Developer and/or HOA

are indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by t

he owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

11. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Developer shall have no duty whatsoever to enforce these restrictive covenants, but shall retain the rights aforementioned above.

13. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

14. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until January 25, 2037, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Fayette County Clerk's office.

15. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence.

16. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to all of the real property and improvements known as Phase 3, Units 1-M, 1-N, Section 2 and 1-P, Section 2, of Blackford Property Subdivision, as shown on the subdivision plats of record in Plat Cabinet R, Slides 863, 864 and 865 respectively, in the Office of the Fayette County Clerk, as well as

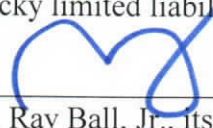
any amendments thereto, and shall be considered covenants running with the land.

17. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Urban County Government Land Subdivision Regulations and Zoning Ordinances as adopted from time to time.

18. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot.

Dated this 21st day of August 2019.


BALL HOMES, LLC,
a Kentucky limited liability company

By: 
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

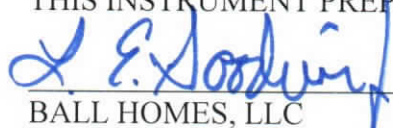
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 21st day of August 2019, by D. Ray Ball, Jr., as President of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC
My commission expires: 7/29/21
ID #: 582712



THIS INSTRUMENT PREPARED BY:


BALL HOMES, LLC
Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201908220236

August 22, 2019

14:11:49 PM

Fees	\$16.00	Tax	\$0.00
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Total Paid	\$16.00
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5 Pages

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