

Saddlebrook Farms HOA

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"Saddlebrook Farms HOA Florence KY"
Private group for our residents only. Contact
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**FIRST AMENDMENT TO THE
SADDLEBROOK FARMS**

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

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Saddlebrook Farms ("Declaration") was recorded in Book / 273, Page 157 of the Boone County, Kentucky Clerk's office;

WHEREAS, Article 11.2(B) of the Declaration permits the Owners to amend the Declaration by an instrument in writing, properly recorded, by sixty seven percent (67%) of the Owners;

WHEREAS, at least sixty seven percent (67%) of the Owners desire to amend the Declaration;

WHEREAS, it is the desire of the Owners of Saddlebrook Farms to remove the archaic language and references to the Declarant when possible, and to otherwise amend the Declaration, in its entirety, to address items in need of update;

NOW THEREFORE, pursuant to Article 11.2(B) of the Declaration, the Declaration is hereby amended, in its entirety, as follows:

Partnership hereinafter called "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" hereof and desires to create thereon residential community with permanent community facilities and easements for the benefit of said community; and

WHEREAS the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Community facilities and landscaping easements within said community; and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, restrictions, charges and liens, and reservation of easements hereinafter set forth, including a Design Review Board and Maintenance Standards each and all of which is and are for the benefit of said property and any other property subsequently annexed as provided for herein, and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to

create an association to which should be delegated and assigned the powers and duties of maintaining and administering the community facilities and easements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Saddlebrook Farms Homeowners' Association, as a non-profit Kentucky Corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" and Exhibit "A-1", and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and liens and reservation of easements set forth in this Declaration and any subdivision plat which includes the property, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The property described in Exhibit A-1 is subjected to the provisions of this Declaration only to the extent as described in Section 2.3 of Article II hereof.

All exhibits attached to the original Declaration are hereby incorporated into this Amendment.

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. The following terms when used in this Declaration have the following meanings:

A. "Articles" and "Articles of Incorporation" shall mean those articles, filed with the Secretary of State of Kentucky, incorporating Saddlebrook Farms Homeowners' Association as a non-stock corporation not-for-profit under the provisions of Chapter 273 of the Kentucky Revised Statutes, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "D" is attached hereto and made a part hereof.

B. "Association" shall mean and refer to Saddlebrook Farms Homeowners' Association, Inc. and its successors and assigns.

C. "Board" and "Board of Directors" mean the Board of Directors of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

D. "By-Laws" means the By-Laws and Regulations or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 273.191 of the Kentucky Revised Statutes. A true copy of the By-Laws as shown in Exhibit "C" is attached hereto and made a part hereof.

E. "Community Facilities" shall mean and refer to all real and personal property, including structures thereon, owned by or leased to the Association including easements and licenses for the benefit, use and enjoyment of its Members including, without limitation all recreational facilities, club houses, open spaces and landscaping easements.

F. "Declarant" shall mean and refer to Saddlebrook Partners, an Ohio General Partnership, its successors, and assigns.

G. "Developer" shall mean and refer to Saddlebrook Partners, an Ohio General Partnership, and such other persons and entities as may acquire one or more lots or parcels from the Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such lots or parcels acquired.

H. "Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

I. "Living Unit" shall mean and refer to any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or a family-sized group of persons, along with any land appurtenant to the building, if applicable.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or recorded re-subdivision thereof with the exception of land designated by Declarant to be conveyed to the Association as part of the Community Facilities,

K. "Member" shall mean any one of those Owners who are members of the Association as provided in its Articles of Incorporation.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Property" shall mean and refer to the property described in Exhibit A and such additions thereto as may hereafter be annexed pursuant to Article II.

N. "Section" shall mean and refer to all of the land area encompassing a group of lots as designated on a recorded subdivision plat.

ARTICLE II
ANNEXATION AND RESERVATION OF EASEMENTS

Section 2.1. Annexation of Additional Property. The Declarant may annex to this Declaration the real property or any part thereof, described in Exhibit "B" attached hereto, without the assent of the members of the Association, within ten (10) years after the date this Declaration is filed for record. However, the Declarant is not bound to annex any of said property to this Declaration, and until such time as any of said property is annexed, the same shall not be subject to the provisions of this Declaration. The maximum number of Living Units shall be 299.

All improvements on said annexed property shall be compatible with the improvements on the property submitted with this Declaration in terms of quality of construction.

Section 2.2. Attached and Clustered. It is possible that some of the Land included herein or subsequently annexed pursuant to this Article may be designated by Declarant at this time or at the time of annexation as being subject to subsequent re-subdivision and/or development as attached and/or clustered Living Units under the Kentucky Horizontal Property Law or otherwise, but any common areas added as part of said development for the sole use of owners' of that development shall be maintained and provided for by a separate Homeowners' Association to be established in connection with said development. Separate restrictions may be established for said Property in addition to the restrictions established herein. Owners of Living Units within any such development lot will remain liable for their share of Assessments for care and maintenance of the Community Facilities and other uses as provided for in this Declaration.

Section 2.3. Multi-Family Property described in Exhibit A-1. The Declarant's real property described in Exhibit A-1 of this Declaration is planned to be developed separately from the property described in Exhibits A and B, as a multi-family project. That property described in Exhibit A-1 (hereinafter referred to as the "A-1 Property") is hereby subjected to the terms of this Declaration solely for the purpose of making that property and the future owners thereof, their successors, heirs or assigns subject to the assessments set forth in Article VIII of this Declaration, but only to the extent required to share in the expenses enumerated as items (a) and (b) of Section 8.3 of Article VIII hereof, including any reasonable reserves therefore. The A-1 Property, or any portion thereof in the event ownership is divided, and its Owners from time to time, shall share in said expenses on pro-rata basis with the other property now or thereafter submitted to this Declaration based on the number of Living Units existing in each project as compared to the total Living Units including those submitted to this Declaration. The A-1 Property and any applicable portion thereof shall be subject to assessments and liens as described in Article VIII hereof but shall not have any other rights (including voting rights)

or obligations in connection with this Declaration or in the property subjected hereto or the use thereof.

Section 2.4. Reservation of Easements for Roadways and Utilities.

In the event that any parcel of land annexed to this Declaration in accordance with the provisions of this Article II is developed without dedicated streets passing through such parcel, there is hereby established and reserved an easement in favor of Declarant, any Developer, and all now or hereafter Lot or Living Unit Owners, their successors, assigns, guests, invitees or licensees for roadway purposes and utilities passing through said parcel to the next parcel the same as if said roadways in such parcel had been dedicated to public use. Any Developer developing said parcels shall include such easements within its recorded development documents but failure to do so shall not diminish in any way the easement reserved hereby. The maintenance of such undedicated roadways shall be sole responsibility of the Owners of Living Units constructed on the real property so developed and the Developer of the property shall establish a homeowner's association to administer such responsibilities.

Section 2.5. Procedure. Any annexations made pursuant to this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Clerk of Boone County, Kentucky, which Supplementary Declaration shall extend this Declaration to such annexed property. Such Supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

ARTICLE III
DESIGN REVIEW BOARD

Section 3.1. Composition and Appointment. A Review Board is hereby established which shall consist of not less than five members. The Members shall be appointed by the Saddlebrook Farms Board of Directors and the Association shall pay all costs of the Review Board. The Members shall be appointed promptly after the annual meeting for a term of two (2) years. The Review Board may appoint committees for specific purposes and may delegate to them such powers and duties, as it shall deem appropriate.

Section 3.2. Vacancies. If any vacancy shall occur in the membership of the Review board by reason of Death, resignation, removal or otherwise, the remaining Members shall continue to act and shall within 30 days after such vacancy occurs appoint a successor Member. Any Member may resign at any time by written notice to the chairman of the Review Board and such resignation shall take effect on receipt thereof by the chairman. Any Member may be removed with or without cause by the Saddlebrook Farms Board of Directors.

Section 3.3. Officers or Appointment. The Members shall appoint a chairman from among their number and may appoint from among their number such other officers as they shall from time to time determine. The Review Board may delegate such powers and duties to such officers as it shall deem appropriate.

Section 3.4. Conflicts of Interests. No Member may participate in any decision of the Review Board on a matter in which he has a financial interest, or that involves the member's property, or with respect to which he or his firm has a financial interest, or with respect to which he or his firm has provided professional services.

Section 3.5. Meetings. The Review Board shall hold regular meetings at least once every year. Special meetings of the Review Board may be called by the chairman of the Review Board and shall be called by the chairman upon the request of a majority of the Members. Meetings of the Review Board shall be held at such time and at such place as the Members shall specify, including telephonic zoom, or similar auto/video conferencing. Such notices need to specify the purpose or purposes for which the meeting is called. A majority of the Members shall be necessary to constitute a quorum for the transaction of business. Except as otherwise provided in this Article, any action taken by a majority of the Members present at any meeting at which a quorum is present shall constitute the action of the Review Board. In the absence of a quorum, a majority of the Members present may adjourn the meeting from time to time until a quorum shall be present, The Review Board shall maintain minutes of its meetings and a record of the votes taken thereat and shall forward to the Board of Directors such minutes and records shall be available at places and times for inspection by Owners and Residents.

Section 3.6. Submission of Planning Brief. Prior to the commencement of construction of any Structure on any Parcel and prior to the sale, conveyance, or lease of any Parcel to any person or entity, including the Association, a Planning Brief to the Review Board needs to be submitted for approval. A Planning Brief shall include those requirements of the Design and Use Standards specifically applicable to the Parcel, such as permitted uses of the Parcel and the Structures thereon, density of and/or approximate placement of Structures on the Parcel, subdivision of the Parcel and reservation of easements with respect to the Parcel. The Planning Brief shall be in such form and contain such detailed information as the Review Board may reasonably require.

Prior to the submission of a detailed Planning Brief, any applicant may submit for tentative approval by the Review Board schematic of preliminary plans for any part of the Planning Brief. The Review Board shall either (i) give its final approval to the Planning Brief (ii) disapprove it, or (iii) approve it with conditions or qualifications.

Section 3.7. Approval of Planning Brief. If the Review Board finds that the Planning Brief complies with the requirements of (a) Section 3.6, (b) the plans for such Parcel submitted to and approved by the appropriate governmental planning record(s), and (c) the Design and Use Standards, and that the Planning Brief will further the purposes outlined in Section 4.1 it shall approve the same in writing. Otherwise, it shall disapprove the Planning Brief or approve it conditioned on such changes as will reasonably assure such compliance and the adequate furtherance of such purposes. No construction of any structure shall be commenced upon any Parcel, nor shall the Declarant sell, convey or lease any Parcel unless and until the Review Board has issued its approval of a Planning Brief with respect to such Parcel. (Application for exterior change for buildings or grounds needs to be filed with the Review Board).

Final approval of Planning Brief shall not impair the right of the Review Board to subsequently approve a requested amendment to such Planning Brief (subject to the requirements of this Article) or to amend the Design Standards, After giving final approval of a Planning Brief or an amendment thereto, the Review Board shall not revoke such approval.

Upon application of the Owner of a Parcel and after notice to all Owners whose land is included in the Planning Brief with respect to such Parcel, the Review Board may amend an approved Planning Brief if it finds that the Planning Brief as amended will (a) conform to the plans for such Parcel submitted to and approved by the appropriate governmental planning authorities (b) comply with the Design Standards, and (c) further the purposes outlined in Section 4.1.

Upon giving final approval to a Planning Brief or an amendment thereto, the Review Board shall endorse such approval on two copies thereof and shall file one copy with the Association and shall deliver the other copy to the applicant. The Association shall maintain its copies of such

Planning Briefs and amendments thereto as permanent records and shall make copies thereof available to any Owner at a reasonable cost.

Section 3.8. Submission of Plans and Specifications. No Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Parcel, nor shall any Structure on any parcel be remodeled or altered in any way which materially changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the Review Board. Such plans and specifications shall be in such form and shall, contain such information as the Review Board may reasonably require but shall in all cases include:

- (a) a site plan showing the location of all proposed and existing Structures on the Parcel and all existing Structures on adjoining Parcels;
- (b) exterior elevations for the proposed buildings;
- (c) specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings; and
- (d) description of the plans or provisions for landscaping or grading

Prior to the submission of detailed plans and specifications for any Structure proposed for any Parcel, the Review Board may require, and any appointment may submit for tentative approval by the Review Board schematic or preliminary plans and specifications for any phase or stage thereof. The Review Board shall either (i) approve the plans and specifications, (ii) disapprove them or (iii) approve them with conditions or qualifications.

Notwithstanding the above to the contrary, the Review Board may approve several alternative plans and specifications for Structures to be built within the subdivision consisting of several Parcels, and, with regard to any Parcel contained in such subdivision, the Review Board may allow the developer of such subdivision to construct thereon a structure consistent with such of the approved plans and specifications as the developer, in his discretion, shall deem appropriate without the necessity of further prior approval by the Review Board of the plans and specifications for such Parcel.

Section 3.9. Approval of Plans and Specifications. The Review Board Shall approve plans and specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Parcel (or subdivision of Parcels) if it finds that they (a) comply with the requirements of Section 3.8, (b) conform to the approved Planning Brief for such Parcel and (c) conform to the Design of Use Standards and will further the

purposes outlined in Section 4.1. Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Association and a copy bearing the written approval of the Review Board shall be returned to the applicant. After the receipt of such final approval by the applicant, the Review Board shall not revoke such approval. Approval by the Review Board of detailed plans or specifications with respect to any Parcel shall not impair the Review Boards right subsequently to approve a requested amendment of such plans and specifications or the Planning Brief relating to such Parcel (subject to the requirements of this Article) or to amend the Design and Use Standards.

Section 3.10. Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Review Board with respect to any Parcel do not comply with (a) the Design and Use Standards (and/or will not further the purpose outlined in Section 4.1) or (b) the approved Planning Brief relating to such Parcel, or (c) the requirements of Section 3.8 as to the information required to be included in the plans and specifications, the Review Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Review Board may deem necessary to achieve compliance. The Saddlebrook Board of Directors shall mediate any disagreements between the Design Review Board and Owners.

Section 3.11. Failure of Review Board to Act. If the Review Board shall fail to act upon any Planning Brief or plans and specifications submitted to it within thirty days after submission thereof, such Planning Brief or plans and specifications shall be deemed to have been approved as submitted, and no further action by the Review Board shall be required. Any written response from the Review Board to the Owner or its representative seeking additional information, documentation, or otherwise questioning any aspect of the project, shall stop the thirty-day approval period. Once the Owner or its representative responds with sufficient information as requested, the thirty-day period shall begin anew.

Section 3.12. Rules Regulations and Policy Statements. The Review Board may adopt, from time-to-time amend, and enforce reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time-to-time issue statements of policy with respect to Planning Briefs, plans and specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Review Board shall file with the Association a copy thereof, certified by the chairman of the Review Board to be a true and complete copy, and the same shall become effective on the date of such filing. No such rule, regulation or policy statement or any amendment thereof, shall operate to revoke any Planning Brief or detailed plans and specifications theretofore approved by the Review Board.

The Association shall maintain the copy of the rules, regulations and policy statements and each amendment thereof filed with it by the Review Board as a permanent public record and shall make copies thereof available to any interested person at a reasonable cost.

Section 3.13. Certificate of Compliance. Upon completion of the construction, erection, placement, remodeling or alteration of any Structure, and prior to the use and occupancy thereof, the applicant to whom approval as to such Structure was issued by the Review Board shall furnish written notice to the Review Board that the work thereon is completed along with an affidavit containing the information hereinafter set forth and may request that a certificate of compliance be issued with respect thereto. The affidavit shall (a) identify the Structure, (b) identify the Parcel upon which it is located (c) identify the use or uses approved for such Structure, and (d) state that the construction, erection, placement, remodeling, or alteration of such Structure complies with the Planning Brief and the plans and specifications. If compliance with the Planning Brief and the plans and specifications for the Parcel exists, based upon the affidavit and such other investigation or inquiry, if any, the Review Board shall choose to make, the Review Board shall issue a written certificate of compliance to such applicant, together with a certified copy thereof to the Association, which (a) identified the Structure, (b) identifies the Parcel upon which it is located, (c) identifies the use or uses approved for such structure, and (d) states that the construction, erection, placement, remodeling or alteration of such Structure complies with the approved Planning Brief and the plans and specifications. While the certificate of compliance shall not in any manner be, or be construed to be, an implied or express warranty or guarantee by the Review Board or the Association, the facts contained therein or the quality of the Structure or its parts, the certificate of compliance, for title purposes and with respect to the facts stated therein may be conclusively relied upon by any purchaser or encumbrancer in good faith and for value and by anyone furnishing any title evidence or opinion with respect to such Parcel. The Association shall maintain a copy of such certificate of compliance filed with it by the Review Board as a permanent public record and shall make copies thereof available to any interested person at a reasonable cost.

Section 3.14. Violations. If any use shall have been commenced on any Parcel other than in accordance with the approved Planning Brief for such Parcel, or if any Structure situated upon any Parcel shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed plans and specifications, or if any use or occupancy of a Structure shall have commenced prior to the issuance of a certificate of compliance therefore, the Review Board shall certify such Default to the Association; provided, however, that the Review Board may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the Review Board or the Design and Use Standards. Upon any such violation the association may take any and all legal steps necessary to remedy and abate the violation, and all such fees, include,

but not limited to fines, court costs, and attorney and related fees shall be charged to the Owner.

Section 3.15. Right of Entry. The Association and the Review Board through their authorized officers, employees, and agents shall have the right to enter upon any Parcel at all reasonable times for the purpose of ascertaining whether such Parcel or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Association or the Review Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 3.16. Fees. The Review Board may charge reasonable fees for the processing of Planning Briefs and amendments thereto, plans and specifications and the issuance of certificates of compliance. Such fees may cover the cost of such processing and issuance, including inspection costs and legal fees. Such fees shall be payable at the time of submission of the respective item for approval or issuance and shall be paid to the Association.

Section 3.17. Exemptions.

- A. Sections 3.6 and 3.7 shall not apply to any Parcel conveyed by the Declarant prior to the date on which this Declaration is Recorded. Sections 3.8 and 3.13 shall not apply to any Structure, the construction of which has been commenced prior to the date on which this Declaration is recorded.
- B. In all matters pertaining to Morgan's Trace, the Design Review Board and Saddlebrook HOA Board of Directors will relieve its design review responsibilities to Morgan's Trace HOA Board of Directors.

ARTICLE IV
DESIGN AND USE STANDARDS

Section 4.1. Purposes. In order to establish and assure a uniform plan for the development of the Property, the Review Board may adopt and may, from time to time, amend Design and Use Standards for the Property and all Structures thereon in furtherance of the following purposes:

- (a) the compliance with all zoning and similar governmental regulations;
- (b) the promotion of the health, safety and welfare of all Owners and Residents;
- (c) the preservation, beautification and maintenance of the Property and all Structures thereon, as a community of high quality;
- (d) the creation and preservation of adequate open space for the use and enjoyment of all Owners and Residents;
- (e) the preservation and promotion of environmental quality;
and
- (f) the assurance of adequate water, sewage and drainage facilities and other utilities and services.

Section 4.2. Subject Matter. The Design and Use Standards shall establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design and Use Standards shall include, but shall not be limited to, provisions as to the following subject matters:

- (a) the permitted uses of Parcels and Structures;
- (b) the placement of Structures on/within Parcels, including front, side and rear yard requirements, including sheds and/or outbuildings;
- (c) the specifications of materials, color schemes and other details affecting the exterior appearance of Structures;
- (d) the subdivision of Parcels;
- (e) the reservation of utility, visual and other easements;
- (f) the installation, location and maintenance of utility lines and facilities, including water, gas, electricity, sanitary and storm sewage, telephone, cable television and other communication systems;
- (g) the use of lakes, streams and other bodies of water;

- (h) the control of slopes to prevent erosion or sliding problems;
- (i) the boring, mining, quarrying, removing or excavation of sand, gravel, earth, sod, gas, oil or other minerals;
- (j) the planting, pruning, maintenance and preservation of trees, lawns and other landscaping.
- (k) the size and location of driveways and parking facilities
- (l) the size and location of fences and walls;
- (m) the use, size, location and characteristics of signs and other advertising devices;
- (n) the outside storage of personal property, including boats, trailers, campers and other vehicles;
- (o) the character, location and direction of exterior lighting and street hardware;
- (p) the accumulation, storage, and disposal of refuse and trash;
- (q) the type and number of animals which may be kept or maintained;
- (r) any activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, or which may be or become a nuisance or annoyance to the community; and
- (s) any activity which impairs the purposes outlined in Section 4.1

Section 4.3. Classification. The Design and Use Standards may contain different requirements for different land use classifications, but the requirements of the Design and Use Standards shall be uniform within each classification except as to the exterior appearance specifications set forth in Section 4.2 (c) which may vary within each classification.

Section 4.4. Effective Date. Upon the adoption of the Design and Use Standards or any amendment thereto, the Review Board shall file with the Association a copy thereof, certified by the chairman of the Review Board to be a true and complete copy, and the same shall become effective on the date of such filing. No amendment to the Design and Use Standards shall operate to revoke any Planning Brief or detailed plans and specifications theretofore approved by the Review Board.

Section 4.5. Permanent Record. The Association shall maintain the copy of the Design and Use Standards and of each amendment thereto filed with it by the Review Board as a permanent record and shall make copies

thereof available to any Owner or prospective Owner at a reasonable cost.

Section 4.6. Private Restrictions and Zoning. The Design and Use Standards shall not prevent the Developer or another Owner from imposing additional restrictions on any Parcel provided that such restrictions have been included in the Planning Brief (or are included in an amended Planning Brief) for the Parcel and approved by the Review Board. The Design and Use Standards shall not be construed as permitting any action prohibited by (a) any applicable zoning or other statute, ordinance, resolution, regulation or order of the State of Kentucky or any political subdivision or governmental instrumentality of the State of Kentucky or (b) any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument, If any inconsistency exists between or among any provision of the Design and Use Standards, the Maintenance Standards, any standards promulgated by any homeowners association located within the Property, governmental requirements or recorded instruments with respect to any Parcel, the most stringent provision shall apply.