

PAYNES LANDING CONSOLIDATED
COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Homeowners' Association:

a. As used herein, the "Association" means the Paynes Landing Homeowners Association ("HOA"), Inc., a Kentucky corporation, or any successor thereof charged with the duties and obligations of the Association hereunder, its successors and assigns.

b. The objectives and purposes of the Association are set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its Members. The Association has jurisdiction over the Neighborhood. "Neighborhood" means all lots, land, streets, sidewalks, entrances, cross walks, private alleys, storm drains, basins, easements, right of ways, medians, pedestrian access areas, Common Areas (as hereinafter defined), etc. in the Paynes Landing subdivision located in Georgetown, KY, which comprises of the Lots, Units, and Sections previously subject to the declarations (the "Declarations") identified and listed in **EXHIBIT A**. The Association's objects and purposes shall include, without limitation, and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the management, maintenance, and repair of Neighborhood lots, land, streets, sidewalks, entrances, cross walks, private alleys, storm drains, basins, easements, right of ways, medians, pedestrian access areas, Common Areas, etc. as may be shown on any record plat in the Neighborhood.

c. Every owner of a lot in the Neighborhood ("Homeowner"), shall automatically be a member ("Member") of the Association, and by acceptance of a deed for any lot in the Neighborhood, agrees to accept membership in and does thereby becomes a Member of the Association. Every Member shall abide by the Association's bylaws (the "Bylaws"), which describe rules, regulations, and procedures for the Association and Neighborhood, shall pay the HOA dues, assessments, fees, and fines provided for herein, or otherwise levied by the Association in accordance with its authority, when due, and shall comply with lawful decisions of the Association's Board of Directors ("the Board") made within their authority and the Association's jurisdiction.

d. Any HOA dues, assessments, fees, and fines levied by the Association shall be used only for purposes generally benefitting the Association and Neighborhood and shall constitute the personal obligation of the Homeowner and shall create a lien upon that Homeowner's lot and improvements, upon which each such HOA dues, assessments, fees, or fines is made. All HOA dues, assessments, fees, or fines, together with a late fee in the amount of fifteen percent (15%) of any HOA due, assessment, fee, or fines not paid within fifteen (15) days of its due date, together with interest at a rate not to exceed ten percent (10%) per annum of the highest rate allowed by Kentucky Law as computed from the date of when delinquency first occurs, costs and reasonable attorney's fees shall be charged on the lot, and shall be a continuing lien upon the lot against which each HOA due, assessment, fee, or fines is made. Each such HOA due, assessment, fee, or fines, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Homeowner of such lot at the time the HOA due, assessment, fee, or fine arose, and its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except to the extent the lien securing same may have been extinguished by judicial proceedings. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

e. The Association's Board may, from time to time, increase or decrease

the HOA dues, assessments, fees, or fines. The Board shall determine the amount of and fix the date each HOA due, assessment, fee, or fine is due. The annual HOA dues will be dated January 1 of each year and will be due and payable on or before February 1 of that year. Any HOA due, assessment, or fee levied by the Association will be prorated for the initial Homeowner in the event of occupancy for a portion of the year, with a proration to be calculated by determining the number of days of occupancy of the Homeowner from the date of occupancy through December 31 of that year.

f. The Association's HOA due for Homeowners in the Neighborhood as of the date of recording this document is \$120.00 per year, per lot.

2. Limitation of Rights:

a. These Consolidated Covenants, Conditions, and Restrictions ("CCRs") shall not be construed to restrict or prohibit the rights of the Association, its Board, officers, or Members from taking any action permitted by the Association's Articles of Incorporation, its Bylaws, these Consolidated CCRs, or any other permissible action at law.

b. The Board shall have absolute discretion in Association expenditures and Association discretionary determinations related to the Neighborhood, so long as the funds are devoted, and determinations are made, in good faith to matters which were determined in good faith to benefit the Neighborhood or the remainder of the Association. Homeowners will be provided with full financial reporting at each HOA meeting.

3. Appurtenances, Improvements, and Other Permanent Structures:

a. Prior Board Approval:

i. Prior Board approval in writing is required before any Permanent Structure may be built anywhere in the Neighborhood. A "Permanent Structure" is any construction or building project erected or installed on a lot in the Neighborhood where the Homeowner's intent is for such construction or building project to remain on the lot in perpetuity. Permanent Structures include, but are not limited to, pools, fences, gazebos, storage sheds, tennis courts, or basketball courts.

b. Garages:

i. Each house on a lot in the Neighborhood must have a two-car attached or basement garage made with an architectural style and materials that match the main residential structure.

c. Driveways and Sidewalks:

i. Driveway surfaces must be concrete, or brick. Homeowners are responsible for maintaining sidewalks surrounding their lots. Homeowners are responsible for constructing their driveways upon completion of their residence's construction.

4. Architectural Guidelines:

a. Swimming Pools:

i. In-ground or partially in-ground pools are permitted. Partially in-ground pools are 2/3 above-ground and 1/3 in-ground.

ii. A construction design plan for the proposed pool must be submitted to the Board for approval in writing. The Board must approve the proposed pool in writing before any construction on the pool may begin. The proposed pool plan should include construction details and design renderings for permanent and temporary drainage, fencing, pool placement, and lighting to ensure safety and cohesive aesthetics with the rest of the Neighborhood.

iii. Permanent pool drainage plans require prior Board approval in writing and cannot materially impact neighboring Homeowners' yards (unless neighboring

Homeowner consents in writing to permanent pool drainage placement and impact). Temporary drainage plans for during construction of the pool require approval from the Board in writing and also must not materially impact neighboring Homeowners' yards with debris runoff (unless neighboring Homeowner consents in writing to temporary pool drainage placement and impact).

iv. Pool/Recreational Area lighting must be approved by the Board in writing prior to installation and must be manually controlled or utilize timers to minimize light spillover. "Recreational Area" means a portion of a Homeowner's lot which the Homeowner has set up in a way which makes it conducive to child play or social entertainment.

v. The Board's approval of the proposed pool will be based on Neighborhood safety and cohesive Neighborhood aesthetics.

vi. Board approval of construction and design plans for proposed pools will not be unreasonably withheld.

b. **Tennis Courts:**

i. Construction and design plans for tennis courts must be submitted to the Board in writing prior to beginning any construction and said construction plans must include construction details and design renderings for temporary and permanent drainage, fencing, court placement, and lighting.

ii. The design of the tennis court must be safely functional within the Homeowners back yard and aesthetically cohesive within the Neighborhood.

iii. The Board's approval of the proposed tennis court will be based on Neighborhood safety and cohesive Neighborhood aesthetics.

iv. Board approval of construction and design plans for proposed tennis courts will not be unreasonably withheld.

c. **Basketball Goals:**

i. Plans for in-ground basketball goals must be submitted to the Board in writing prior to erection or construction.

ii. The Board must approve the erection or construction of the in-ground basketball goal in writing.

iii. The in-ground basketball goal must face away from Neighborhood streets, Homeowner's neighbors (unless consent is acquired in writing), as well as avoid interference with Common Areas, unless otherwise approved.

iv. The Board's approval of the proposed in-ground basketball goal will be based on Neighborhood safety and cohesive Neighborhood aesthetics.

v. Board approval of construction and design plans for proposed in-ground basketball goals will not be unreasonably withheld.

d. **Fences:**

i. Constructing, erecting, or planting a new fence, hedge, wall, or barrier requires Board approval in writing before construction, erection, or planting may begin. Homeowners must submit plans for the fence, hedge, wall, or barrier project to the Board in writing before construction, erection, or planting may begin. Fences, hedges, walls, or barriers cannot be constructed, erected, or planted beyond the building set back lines (except for those along the rear property lines) as shown on the recorded subdivision plat without the written permission of the Board; nor shall any fence, hedge, wall, or barrier of any nature be constructed, erected, or planted in front of the rear wall of the Homeowner's residence building. For corner lots, side fences must be setback 15 ft from street curb.

ii. No chain link or vinyl fences are permitted whatsoever. Brick

walls, hedge walls, wooden and wood-like composite fences, rod iron, and rod iron-like aluminum fences are permitted. Rod iron, and rod iron-like aluminum fences must be black.

iii. Approved fences, hedges, walls, or barriers may only be up to six (6) feet in height. No specific fence style is mandated, other than the requirements stated herein.

iv. All fences, hedges, walls, or barrier shall comply with all government regulations and shall be approved by the Board in writing prior to commencement of the construction thereof.

v. In the event a Homeowner fails to obtain prior written approval from the Board before constructing, erecting, or planting a fence, hedge, wall, or barrier, then such lot Homeowner shall incur a fine of \$100.00 per week from the date of written notice to the Homeowner by the entity seeking to enforce this restriction until such violation ceases.

vi. Homeowners with fences, hedges, walls, or barriers erected under the previous Declarations which were not compliant thereunder, and which are not complainant under these Consolidated CCRs, are hereby considered non-compliant fences, hedges, walls, or barriers and must be made to be in accordance with the fence requirements stated herein or be removed within three months of receipt of the notice of non-compliance sent to the Homeowner after the recording of this instrument. Non-compliant fences, hedges, walls, or barriers will be assessed an HOA fine of \$100.00 per month until the fence, hedge, wall, or barrier is either made to be in compliance with these rules or removed.

vii. The Board's approval of the proposed fence, hedge, wall, or barrier will be based on Neighborhood safety and cohesive Neighborhood aesthetics.

viii. Board approval of construction and design plans for proposed fence, hedge, wall, or barrier will not be unreasonably withheld.

e. **Mailboxes:**

i. Mailboxes must comply with the uniform architectural design and aesthetic of the Neighborhood as determined by the Board.

ii. Homeowners must submit to the Board in writing plans for changes to their residence's mailbox.

iii. Board approval of any proposed change to a Homeowner's residence's mailbox must be in writing.

iv. The Board's approval of the proposed mailbox will be based on Neighborhood safety and cohesive uniform Neighborhood architectural design and aesthetics.

v. The Board's approval of the proposed mailbox will not be unreasonably withheld.

f. **Satellite Dishes:**

i. Satellite dishes under 36" diameter and 48" height are permitted.

ii. Satellite towers and antennas are expressly not permitted.

g. **Clotheslines:**

i. Permanent clotheslines are expressly not permitted.

5. Additional Neighborhood Regulations:

a. **Signs:**

i. Only house numbers and nameplates which do not detract from the cohesive uniform Neighborhood architectural design and aesthetics are permitted in the Board's discretion.

ii. For Sale, Rent, Security, and similar signs must be professionally prepared and installed, if available, and be no larger than four square feet.

b. **Storage Sheds:**

- i. Single-story storage sheds up to 10'x12' and match the Homeowner's residence's exterior aesthetic.
- ii. The single-story storage sheds must be in the Homeowners backyard.
- iii. The single-story storage sheds can remain on the lot at the new Homeowner's discretion after the home is sold.
- iv. Homeowners must submit construction or installation plans for the proposed shed to the Board in writing before any construction or installation of the shed may begin. The construction and installation plans for the proposed shed must at least include the location, size, materials, drainage, and access point.
- v. The Board's approval of the proposed shed will be based on Neighborhood safety and cohesive Neighborhood aesthetics.
- vi. Board approval of construction and design plans for the proposed shed will not be unreasonably withheld.
- vii. Sheds of any kind erected or constructed under the previous Declarations which were non-compliant and prohibited thereunder, and which are still non-complaintant under these Consolidated CCRs, are hereby considered non-compliant prohibited sheds and must be made to be in accordance with the shed requirements stated herein or be removed within three months of receipt of the notice of noncompliance sent to the Homeowner after the recording of this document. Homeowners of non-compliant prohibited sheds will be assessed an HOA fine of \$100.00 per month until the shed is made to be compliant with the requirements herein or removed.

c. **Lighting:**

- i. Exterior lighting must be directed downwards to avoid creating a nuisance to neighbor Homeowners in the Neighborhood.
- ii. The Board will notify Homeowners of any exterior lighting issues which may need adjustments.
- iii. No fine will be levied against the Homeowner who has been notified of an exterior lighting issue so long as the issue is addressed and rectified within a reasonable time.
- iv. If a Homeowner fails to address and rectify an exterior lighting issue which has been brought to the Homeowner's attention within a reasonable time, then the Board may levy a fine of not more than \$100.00 per month against the Homeowner's lot.

d. **Trash Containers:**

- i. Trash containers must be stored at the rear or on the side of the Homeowner's residence.
- ii. Trash containers shall be placed in the front of the home only on collection day or the night before.

e. **Landscaping:**

- i. Maintaining a neat and trimmed yard is required.
- ii. At the Board's direction, a lawn care and landscape company may enter a Homeowner's lot to perform necessary yard work if, in the Board's discretion, it determines the Homeowners yard is not neat and trimmed in a way which detracts from the overall cohesive aesthetic of the Neighborhood.

iii. The Board must provide a Homeowner with such an offending yard a two-week notice before directing a lawn care and landscape company to enter the Homeowner's lot to perform the yard work necessary to get the Homeowner's lot in accordance with the overall cohesive aesthetic of the Neighborhood.

iv. The Board shall have the authority to charge the Homeowner for the lawn care and landscape company's labor and services as well as with an additional 25% service fee.

f. **Temporary holiday/special event decorations:**

i. Holiday and event decorations are permitted but must be removed within 30 days after the occasion.

g. **Gardens:**

i. Vegetable gardens are permitted in the rear of a Homeowner's residence.

h. **Home-Based Businesses:**

i. Business plans for any Home-Based Business in the Neighborhood must be submitted in writing to the Board before the Home-Based Business opens for business. "Home-Based Business" means any commercial undertaking by a Homeowner in which the residence on a lot in the Neighborhood will be the principal place of business for the Homeowner's commercial undertaking. The submitted Home-Based Business business plans must at least include plans for customer interactions and the projected impact customers will have on neighbor Homeowners and the Neighborhood at large.

ii. A Home-Based Business must obtain approval from the Board in writing before opening for business.

iii. Board approval of a Home-Based Business shall be based on the Board's determination that the submitted business plans alignment with other Neighborhood needs and regulations and does not have the potential to cause a nuisance to neighbor Homeowners or the Neighborhood.

iv. Applied-for Home-Based Businesses will not be approved if the Board determines that the Home-Based Business would likely cause a nuisance to neighbor Homeowner or the Neighborhood at large.

v. Any operating Home-Based Business will not be permitted to remain operating if the Board determines the Home-Based Business to be a nuisance to neighbor Homeowners or the Neighborhood at large.

vi. Home-Based Businesses which were operating under the previous Declarations were prohibited, however, such Home-Based Businesses can acquire Association approval under these Consolidated CCRs by submitting business plans in writing to the Board and obtaining Board approval in writing.

vii. Board approval of Home-Based Businesses will not be unreasonably withheld.

viii. Any Homeowner of a Home-Based Business operating without Board approval will be provided with a two week notice before being assessed a fine of \$100.00 per week until Board approval is acquired or the Home-Based Business ceases to operate in the Neighborhood.

i. **Pets:**

i. Homeowners are allowed to own and keep dogs, cats, and other household pets in the Homeowner's residence.

ii. Breeding, boarding, training, or other commercial ventures involving animals are not permitted anywhere in the Neighborhood.

j. **Vehicles:**

i. Any vehicle not in complete working condition shall not be parked or stored at any time on any lot or on any street in the Neighborhood for longer than twenty-four (24) consecutive hours.

ii. No recreational vehicle, including but not limited to an ATVs, four wheelers, dirt bikes, trailers or boats shall be parked on any lot in the Neighborhood for more than twenty-four (24) consecutive hours, nor in any manner that may be, in the Board's discretion, construed as an intentional attempt to circumvent this restriction.

iii. No trailers, trucks, commercial vehicles, campers, trailers, camping vehicles or boats may be parked or kept on any lot in the Neighborhood at any time unless said vehicle is housed and stored in a garage, driveway or basement; no inoperable vehicles may be parked on any street in the Neighborhood for longer than twenty-four (24) consecutive hours.

k. **Street and Sidewalk Repair:**

i. Any Homeowner damaging streets or sidewalks must repair them at their own expense.

ii. Should the Board become aware that a Homeowner has caused damage to the Neighborhood streets or sidewalks, the Board must notify the Homeowner of such damage and request Homeowner make the repairs at their own expense.

iii. In the event a Homeowner fails to repair damage they caused to Neighborhood streets or sidewalks in a reasonable time, then the Board may contract with a third-party to make the repairs and charge the offending Homeowner the cost of the repairs plus an additional 25% service fee.

iv. This provision does not imply permission from or create liability to the Association.

l. **Firewood Stockpiles:**

i. Firewood stockpiles may not detract from the Homeowner's lot or the Neighborhood's overall uniform aesthetic, and must be covered and secured with a black, heavy-duty, non-plastic material.

6. Common Areas and Golf Course Lots:

a. **Common Areas:**

i. **Common Areas Defined-** For purposes of these Consolidated CCRs, and the Bylaws, the Common Area includes, but is not limited to, any and all medians, entrance monuments, and retention basins, as well as any other areas delineated or noted on Neighborhood subdivision plats as areas to be maintained by the Association or designated "H.O.A.".

ii. Common Areas are maintained by the Association and are for the exclusive use of Homeowners, invitees, guests, and tenants. Activities within the Common Area must comply with the any Association rules and regulations for such areas.

iii. The Common Area shall be used and enjoyed exclusively by the Homeowners and their invitees, guests, and tenants. Under no circumstances may any Homeowner grant a continuing right or privilege to any person to occupy and/or enjoy all or any portion of a Common Area. No Homeowner, invitee, guest, or tenant shall conduct or participate in any activity within the Common Area that is inconsistent with any rules and regulations for such areas adopted by the Association.

b. **Golf Course Lots:**

i. Homeowners of lots adjacent to the golf course acknowledge and agree that the non-negligent use thereof by the owner and operator of the golf course from time to time shall create no liability on the golf course owner or operator.

ii. This acknowledgment and agreement shall, however, not authorize negligent, willful, or other unlawful acts, and shall not permit any trespass on the lots abutting the golf course.

iii. No Homeowner of a lot abutting the golf course shall construct, erect, or plant any fence, hedge, wall, or barrier of any nature within ten (10) feet of any border which abuts the golf course without the prior written approval of the Board.

iv. Construction plans of a fence, hedge, wall, or barrier must be submitted to the Board in writing prior to any construction, erection, or planting begins and said plans must contain a proposal for the outlines of the placement of the fence, hedge, wall, or barrier. the materials to be used, as well as drainage and debris control plans for during and after construction, erection, or planting.

v. Board approval will be based on whether the proposed fence, hedge, wall, or barrier will be safe and cohesive with Neighborhood aesthetics.

vi. Board approval of construction and design plans for proposed fence, hedge, wall, or barrier will not be unreasonably withheld

7. Enforcement:

a. The Board, the Association, or any lot Homeowner, shall have the right to take any action to correct any violation of these Consolidated CCRs at any time by appropriate legal proceedings, and if they should incur expenses in connection with exercising those rights, then they shall have the right to recover such costs, including reasonable attorney's fees, from a lot Homeowner in default and shall have a lien upon such Homeowner's lot to secure payment of same. That lien shall be enforceable against the lot by appropriate legal proceedings. Failure of any Homeowner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

8. Severability:

a. Invalidation of any one of these Consolidated CCRs, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

9. Governing Document:

a. In the event that any conflict arises between these Consolidated CCRs and the previous Declarations identified and listed in **EXHIBIT A**, these Consolidated CCRs govern.

10. Governing Law:

a. These Consolidated CCRs shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

11. Area Protected:

a. These Consolidated CCRs apply to the Neighborhood.

12. General Association Provisions:

a. If the Association ceases to exist as a legal entity without formally assigning its rights, those rights shall be deemed assigned to the individual Homeowners in the Neighborhood.

b. The Board may amend any provision hereof so long as in its good faith judgment either a Section, Unit, or the Neighborhood will benefit by such amendment, or in its good faith judgment the Board determines the continued development of the Section, Unit, or the

Neighborhood is hindered or made less economic in any way by any provision hereof.

c. Any judgment, discretion, decision or other matter determined hereunder by Association shall be binding on all parties if made in good faith, and any interpretation hereof made by Board in good faith shall likewise be binding on all parties; and in each case, no party shall have any remedy against Association or Board except to require specific performance of its duties hereunder and/or to obtain a declaratory judgment. In no case shall damages be claimed, shown, or obtained against the Association or Board with respect to any matter related hereto.

d. The Association has no authority over golf course golf carts utilizing Neighborhood streets or golf course golf cart paths.

e. The Association has no authority over Homeowner's barking dogs.

13. Restrictions Run with Land:

a. These Consolidated CCRs shall be binding on the Neighborhood and all Homeowners and all persons claiming rights under a Homeowner a period of 25 years from the date these Consolidated CCRs are recorded, after which time said Consolidated CCRs shall be automatically extended for successive periods of ten (10) years.

b. These Consolidated CCRs may be canceled, altered, or amended by an instrument signed by a simple majority of then Homeowners of all lots in the Neighborhood which is then properly recorded.

c. Unless cancelled, altered, or amended pursuant to provisions 12(b) or 13(b), these Consolidated CCRs are to run with the land and shall be binding on all parties claiming under them.

14. Neighborhood Development and Construction Restrictions

a. The following provisions in this Section 14 are to only apply to Builders and not to Homeowners, unless expressly stated therein. "Builder(s)" means any person or company who is engaged in building, constructing, contracting, erecting, developing, etc. any construction project whatsoever in the Neighborhood.

b. Primary Permanent Structure:

i. Residential Structure & Construction Plans:

A. The minimum floor area of a single-family structure on a lot in the Neighborhood, exclusive of porches, garages, and basements shall continue to be bound by the same applicable provision establishing such dimensions in the Declarations identified and listed in **Exhibit A**. In computing each of the floor area requirements above, a garage in the basement shall not be construed as an attached garage and the area of any basement shall not be counted. The plans and specifications of any and all residences shall be approved by the Board or its duly authorized representative before the erection of any improvement is begun. Any additional building or alteration of the original buildings shall be approved by the Board or its duly authorized representative before construction commences. All roof pitches shall be a minimum ratio of seven (7) feet of rise to twelve (12) feet of run (7/12) unless approved in writing by the Board. Residences shall have brick on three sides. The rear second floor area may be constructed with siding. Areas directly above the front porch may be constructed with siding. Exterior elevation materials are to be determined solely at the discretion of the Board. Special emphasis will be placed on brick use in making these decisions. A plot plan must be submitted to show the diagram of the residence and the location of improvements including driveways, parking areas and garages. A plot plan must be submitted for approval to the Board in one-fourth (1/4) inch equals one (1) foot scale, include a lot design and driveway location, as well as front, side, and rear elevations. No buildings with front elevations and identical roof lines shall be constructed on adjacent lots without the

permission of the Board. Each Homeowner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to completion of construction in accordance with all of the provisions referred to herein.

c. **Outbuildings:**

i. No detached building shall be erected, altered, placed, or permitted to remain on any lot in the Neighborhood, including without limitation detached garages, guest houses, out houses, bunkers, forts, etc., without the express written permission of the Board.

d. **Landscaping Design:**

i. As construction of the improvements on each lot is completed, landscaping shall be done as follows:

A. The front of each lot shall be landscaped by the Homeowner or Builder with up to six (6) shrubs and may include up to one (1) front yard tree. A Builder or Homeowner shall not be considered in default of this provision for failure to have six (6) shrubs or (1) front yard tree.

B. Sod shall be placed from the edge of the paved street to the front building wall of the residence across the entire width of the lot. Side yards shall be sodded, and a minimum of thirty (30') feet of the rear yard as measured from the rear building wall of the residence shall be sodded. The remaining rear yard shall be graded and seeded or sodded. Areas improved with sidewalks, driveways, porches, and patios are excepted. All drainage easements must be sodded with appropriate fill.

C. No earthen material of any type shall be placed in the 100-year flood plain as indicated on the recorded subdivision plat(s). During construction, builders shall be responsible for controlling runoff and erosion on site during construction while the site is disturbed.

e. **Permanent Landscaping:**

i. All permanent landscaping shall be completed within thirty (30) days of occupancy of the Homeowner's residence unless otherwise approved by the Board.

ii. All front and side yards shall be completely graded and sodded upon completion of construction. Seeding in these areas in lieu of sodding is strictly prohibited unless approved in writing by the Board.

iii. Landscaping shall include the planting of a minimum of one (1) tree in the front yard and two (2) trees in the rear yard where the lot abuts a golf course fairway.

f. **Construction Fences:**

i. Fences, walls, or barriers to be utilized during construction of individual lots (except for approved fences detailed above) cannot be constructed or erected without the prior written approval of the Board. Fences, walls, or barriers of any nature cannot be constructed or erected beyond the building set back lines (except for those along the rear property lines) as shown on the recorded subdivision plat without the written permission of the Board; nor shall any fence, wall, or barrier of any nature be constructed or erected in front of the rear wall of the residence building. Approved fences may only be up to six (6) feet in height. No specific fence style is mandated other than what is required by this section. All fences, walls and barriers shall comply with all government regulations and shall be approved by the Board in writing prior to commencement of the construction thereof. In the event a Builder fails to obtain prior written approval from the Board, then such Homeowner of the offending lot the Builder is on shall incur a fine of \$100.00 per week from the date of receipt of the written notice sent to the lot Homeowner by the entity seeking to enforce this restriction until such violation ceases.

g. **Temporary Structures:**

i. No building or structure of a temporary character, including but not limited to trailers, tents, shacks, detached garages, sheds, barns, or other buildings other than residence buildings may be used upon any lot in the Neighborhood at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack, barn, or unmovable vehicle be used and/or maintained upon any lot in said Neighborhood at any time, whether temporarily or permanently, except those that are placed thereon during a construction period. After construction has been completed, such permitted Temporary Structure must be removed. No storage building, or structure, is permitted on any lot except for temporary and/or removable tool sheds, and/or field offices used by builders and/or the Association during a period of construction or development; any such building, structure, or office shall be removed when the construction or development has been completed.

h. **Disposal of Trash & Waste:**

i. No lot in the Neighborhood shall be used as a dumping ground for rubbish, trash, or garbage. No vacant lot in the Neighborhood shall accrue trash, rubbish, or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. The Board or its agent may enter onto any lot in the Neighborhood to remove any rubbish, trash, garbage or other debris, collect its costs of labor and material, plus twenty-five percent (25%) service fee from the Homeowner and/or occupant of such lot and/or the individual who violates this restriction. Trash, garbage, or other waste shall not be kept except in sanitary containers, and all other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. This provision applies to both Builders and Homeowners.

i. **Utilities:**

i. Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building shall be constructed, placed, and maintained underground unless otherwise deemed necessary by the public utility company. All other utility conduits shall similarly be constructed, placed, and maintained underground.

j. **Drainage:**

i. Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof downspouts, or ground water shall be integrated into the sanitary sewer system.

k. **Approval of Construction Plans:**

i. Construction activity of any kind, including but not limited to excavation or lot clearing, shall not begin until receiving written Board approval. Construction plans must be submitted to the Board in writing prior to beginning any construction. Additionally, no building, fence, wall, structure, or other improvement shall be erected, placed, or altered on any lot until detailed construction plans showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type and color of exterior material and the driveway is approved by the Board in writing. The Board may vary the established building lines, at its sole discretion, where it is not in conflict with applicable zoning regulations. Anyone cutting into or damaging in any manner the roads or sidewalks serving the Neighborhood, or anyone damaging in any way or altering or affecting any storm or sanitary sewer, must repair and restore the sewer or road to its original condition at such person's own risk and expense. This section is not a grant of permission or consent by the Association and shall not create any liability for the Association. This provision applies to Homeowners performing their

own construction on their own lot in the Neighborhood.

l. **Zoning:**

i. No additional subdivision of a lot shall be made to reduce the size of the lot without the permission of the Board and subsequently the appropriate governmental bodies. All lots in the Neighborhood must be used for single family residential purposes only unless the lot is designated as a Common Area or otherwise permitted. No zone changes, conditional use permit, variance, interpretation of a zoning ordinance, or any other matter involving any part of a lot requiring approval of the Georgetown-Scott County Planning Commission or the Georgetown-Scott County Board of Adjustment shall be applied for without the prior written approval of Board. No person shall take any action (or admit to act) based upon a grant or determination by the Georgetown-Scott County Planning Commission or the Georgetown-Scott County Board of Adjustment without the prior written consent of the Board. In applying for such consent, the Board shall be provided with such details as it requests; and no person shall, after granting such consent, if any, act (or admit to act) in any way inconsistent with the specific proposal delivered to Board.

ii. This provision 14(l) applies to Homeowners.

m. **Fines, Fees, and Liens:**

i. Builders shall be liable to the Association for all fines, penalties, or other amounts imposed by federal, state, or local environmental protection agencies for violations of any environmental statute, rule, or regulation as a result of the actions of such Builder and/or any of its subcontractors. The Association shall collect from any offending Builder, fines, penalties, or other amounts imposed upon a Builder by federal, state, or local environmental protection agencies for violations of any environmental statute, rule or regulation and may create a lien against the offending Builder's lot for such amounts. The Association shall be responsible for enforcing requirements that the Builder repair all damage to storm sewers, catch basins, curbs and repair or adjust all manhole covers disturbed by builder (the "Infrastructure Repairs"). The Board may assess any Builder and may create a lien against the subject lot for the cost of the Infrastructure Repairs. Additionally, each Builder which constructs improvements on a lot in the Neighborhood shall be responsible for its proportionate share of the costs incurred in maintaining the Neighborhood. The amount to be charged to each Builder shall be determined by the Board. A lien in favor of a builder is hereby created against all lots in the Neighborhood for such amounts. Such amounts shall be due and payable at the time the Builder closes the sale of the completed residence. The Board may assess any builder and may create a lien against the subject lot for the cost of the Infrastructure Repairs. Additionally, each lot shall be assessed two hundred fifty dollars (\$250.00) per month for each month during the construction period (the "Construction Period Assessments") which for purposes of this assessment shall commence for a particular lot upon the issuance of a building permit for such lot and end upon completion of construction as evidenced by the final grading and laying of sod on such lot. For construction occurring during a portion of a calendar month, such assessment shall be assessed on a prorated per day basis for such portion of that calendar month. All such Construction Period Assessments shall be due and payable within ten (10) days from receipt of the Association's statement. The assessments under this paragraph shall be secured by a lien upon the subject lot which lien shall enjoy the same priority and be enforceable in the same manner as the lien of general assessments.

EXHIBIT A
List of Paynes Landing Declarations

<u>Unit or Section:</u>	<u>Recorded in Deed Book:</u>	<u>Page Number:</u>
Declaration of Covenants, Conditions and Restrictions Lots 1-48, Inclusive, and Lots 109-115, Inclusive, Unit 1 Paynes Landing	Scott County MC21	596
Declaration of Covenants, Conditions and Restrictions Lots 97- 108, Inclusive, Unit 2 Paynes Landing	MC21	846
Declaration of Covenants, Conditions and Restrictions Lots 49, 54-63, Inclusive, and Lots 88-92, Inclusive, Unit 2; and Lots 64-87, Inclusive, Unit 3; and Lots 50-53, Inclusive, Unit 4 Paynes Landing	MC22	1
Declaration of Covenants, Conditions and Restrictions Lots 93-96, Inclusive, Unit 2 Panes Landing	MC22	11
Restrictions and Covenants for Paynes Landing — Unit 5, Plat Cabinet 9, Slide 189	MC27	295
First Amendment to Restrictions and Covenants for Paynes Landing —Unit 5, Plat Cabinet 9, Slide 189	MC27	400
Declaration of Covenants, Conditions and Restrictions, Section 2, Unit 6, Paynes Landing, and Lots 1, 2 and 3	MC28	437
Declaration of Covenants, Conditions and Restrictions — Unit 11, Plat Cabinet 9, Slide 358	MC28	724
Declaration of Covenants, Conditions and Restrictions — Unit 10, Plat Cabinet 9, Slide 378	MC29	194
Second Amendment to Restrictions and Covenants for Paynes Landing —Unit	MC29	243
Declaration of Covenants, Conditions and Restrictions, Unit 7, Paynes Landing	MC30	763
Declaration of Covenants, Conditions and Restrictions, Unit 9,	MC30	736
Declaration of Covenants, Conditions and Restrictions, Lots 4-18, Inclusive, Unit 8	MC30	745
Declaration of Covenants, Conditions and Restrictions, Lots 19, 20, 107 & 108, Unit 8	MC30	754
Declaration of Covenants, Conditions and Restrictions, Lots 22, 34, 111 and 112, Unit 14	MC31	57
Declaration of Covenants, Conditions and Restrictions, Lots 23, 24 and 33, Unit 12-A	MC32	525
Declaration of Covenants, Conditions and Restrictions Unit 15	MC40	492