

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
WARD HALL PROPERTY

SCOTT COUNTY  
MC66 PG106

This Amended Declaration of Covenants, Conditions and Restrictions is made and entered into this 5<sup>th</sup> day of September, 2025, by the members of the Ward Hall Homeowners Association, Inc.

RECITALS

WHEREAS, the Members of the Association desire to maintain uniformity with respect to the use and occupancy of the property hereinafter described in order to enhance and to maintain its value, and to render it more attractive in appearance;

NOW, THEREFORE, the Members hereby make, constitute and establish the following Amended Covenants, conditions and restrictions as to the use and occupancy of the property designated as Lots 1-18 inclusive; Lots 22-25, inclusive, Lots 33-37 inclusive; Lots 79-89 Inclusive; Lots 98-106 Inclusive, and Lot 131 Unit 1 of the Ward Hall Property, Lots 19, 20, 26 and 27 Phase 1, Section B Ward Hall Subdivision; Lots 21, 28, 110-114, inclusive, and 120-125, inclusive, Phase 1, Section B, Ward Hall Subdivision; Lots 29, 30, 32, 107, 108, and 109, Phase 1, Section 2B, Ward Hall Subdivision; Lots 90-95, inclusive, and 116-119, inclusive, Phase 1 Section C, Ward Hall Subdivision; Lots 115, 126, 1-5 inclusive, and 96-97, Phase 1 Sections C&D, Ward Hall Subdivision; and Unit 2, Section 1, Ward Hall Subdivision Such property shall be referred to hereinafter as the Subdivision.

1. Residential Purposes. No lot shall be used except for residential purposes.
2. Temporary Structure. No building or structure of a temporary character, including but not limited to trailers, basements, tents, shacks, garages, barns or other buildings other than residence buildings shall be used upon any lot in the Subdivision 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 Subdivision at any time, whether temporarily or permanently, except those that are placed thereon by the Developer for use by it during construction.
3. Construction and Area. The minimum floor area of a single-family structure, exclusive of porches, garages and basements, shall remain unchanged from the dimensions assigned for each Lot in the most recently adopted Declaration of Covenants, Conditions and Restrictions.
4. Front Elevation. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent lots without the permission of the Developer and/or the Association.
5. Approval of Building Plans. The plans and specifications of any and all residences shall be approved in writing by the Developer or its duly authorized representative before the erection of any improvement is begun. A plot plan must be submitted to show the diagram of the residence and the location of improvements including driveways, parking areas and garages. All houses shall be substantially brick or stone on the front except over porches and reverse gables. Brick requirements shall remain the same as previously specified for each lot in the most recently adopted Declaration of Covenants, Conditions, and Restrictions unless otherwise approved by Developer and/or the Association in advance in writing. Any additional building or alteration of the original buildings shall be approved in writing by the Developer or its duly authorized representative before construction commences.
6. Outbuildings. No detached building shall be erected, altered, placed or permitted

7. Fences. No fence, hedge, wall, or barrier of any nature may be constructed, planted or maintained beyond the building set back lines (except those along the rear property lines) as shown on the recorded subdivision plat without the written permission of the Developer; nor shall any fence, hedge, wall, or barrier of any nature be constructed, planted, or maintained in front of the rear wall of the residence building. No chain link or vinyl fence shall be permitted. Brick walls are permitted. Wood fences shall be five feet in height and of the "shadow box" design type. All fences, walls and constructed barriers shall comply with all governmental regulations and shall be approved by the Developer and/or the Association in writing prior to commencement of the construction thereof. In the event a lot owner fails to obtain prior written approval from the Developer, or the Association, then such lot owner shall incur a fine of \$50.00 per day from the date of written notice to the lot owner by the entity seeking to enforce this restriction until such violation ceases. In addition to the above requirements, no fences shall be allowed along the side yards between Lots within the Drainage Easement shown on the Plat unless the fence is approved by the City of Georgetown Engineer as noted on the Plat.
8. Clotheslines. No outside clothesline shall be erected or placed on any lot.
9. Driveways. All driveways and approaches shall be constructed of concrete, asphalt or paving brick.
10. Landscaping. 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 lot owner or builder with a minimum of six (6) shrubs and two street trees. The property owner shall maintain the street trees and shall be required to replace any street trees damaged by his action. Street trees shall match in species, quality and size the tree that was destroyed at the time it was destroyed. No existing tree may be removed without permission of the Developer and/or the Association.
  - (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 gravity 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).
11. Garden. No garden, shall be placed on any lot nearer to any street than the minimum building setback line as shown on the recorded plat.
12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
13. Easements: Subject To. All lots shall be conveyed subject to the building lines, easements and notes as shown on the recorded subdivision plat(s) whether or not so stated in the conveyance document.

14. Animals. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision; provided, however, dogs, cats and other household pets may be kept and maintained upon said lots if they are not kept, bred or maintained for any commercial reason or purpose.

15. Satellite Dishes; Antennae. No satellite dishes of any kind shall be located in any front or side yards or elevated above ground on poles or towers, or mounted on roof tops. Any satellite dishes located in rear yards shall be screened with living plant material and may be erected only upon written approval by the Association. Notwithstanding the foregoing, small satellite dishes no more than 18" in size now being offered by such companies as Direct TV, Primestar, etc. may be installed so long as they are installed in the rear of the building. No antennae of any kind shall be located on any lot unless approved by the Developer and/or Association in writing.

16. Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No waste containers shall be visible from the street except on the day of collection or after 7:00 p.m. the night before collection.

17. Maintenance. Should the owner of any lot fail to maintain the lawn, the Association or its assigns may enter such lot to cut grass and/or weeds and remove any debris necessary, and shall be entitled to collect its costs of labor and material, plus twenty-five percent (25%), from the owner of said lot.

18. Mailboxes. All mailboxes must be approved by the Association prior to construction.

19. Parking. No commercial vehicle or truck over ¾ ton shall be regularly parked on any lot or street in the Subdivision other than for delivery or construction purposes unless housed within a garage. No person shall engage in major car repairs for others at any time on any lot or street in the Subdivision. No vehicle not in complete working condition shall be parked at anytime on a lot or on any street. No lot shall have more than three (3) permitted vehicles parked on such lot or on any street in the Subdivision, nor shall any recreational vehicle, trailer or boat be parked in any front yard, on any driveway, or on any street in the Subdivision, for a period in excess of twenty-four (24) consecutive hours, or in any manner that may be construed as an intentional attempt to circumvent this restriction.

20. Streets and Sidewalks. Anyone cutting into or tunneling under or damaging in any manner the street or sidewalk serving said lots must repair and restore the street or sidewalk to its original condition, all at such person's own risk and expense. This shall not be construed as the granting of permission or consent by the Association, either expressed or implied, and shall not create any liability on the Association.

21. Signs. "For Sale" signs must be professionally prepared and shall not be greater in size than four (4) square feet and shall not be erected without approval from the Developer and or the Association. No other signs of any kind shall be displayed on any lot, with the exception of house numbers and name plates of standard sizes as determined by the Developer. The use of a sign of any kind advertising a property for rent or for lease shall not be permitted. In the event a lot owner violates this provision then such lot owner shall incur fines of \$100.00 per day from the date of written notice to the lot owner by the entity seeking to enforce this restriction until such violation is terminated. Such fine shall be paid to the entity seeking to enforce these restrictions.

22. Recreational Equipment. The location of outside recreational equipment, including without limitation, swingsets and jungle gyms, shall be approved by the Developer and/or the Association in writing.

23. Imposition of Fines. In the event a lot owner violates the provisions of numerical paragraphs 6 through 22 above (except for numerical paragraphs 7 and 21), the Developer and/or the Association shall have the right to fine such offending lot owner at the rate of \$50.00 per day beginning 10 days from the date of written notice to the lot owner by the entity seeking to enforce such restriction until such violation is terminated.

24. Homeowners' Association; Assessments; Liens.

(a) As used herein, the "Association" shall mean the Ward Hall Homeowners Association, Inc., a Kentucky corporation, or any successor thereof charged with the duties and obligations of the Association hereunder, its successors and assigns.

(b) The objects 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 shall have jurisdiction over all lots in the Subdivision, and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof: the maintenance and repair of the streets, Common Areas (as hereinafter defined), cross walks, landscaping (including provisions for regular grass cutting), pedestrian access areas, private alleys, storm drains, basins, and entrances as may be shown on any record plat, and the acceptance of the Common Areas for purposes of operation, maintenance and repair.

(c) Assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements upon which each such assessment is made. All assessments, together with a late fee in the amount of fifteen percent (15%) of any assessment not paid within fifteen (15) days of its due date, together with interest at a rate not to exceed ten percent ( 10%) per annum or the highest rate allowed by Kentucky law as computed from the date the delinquency first occurs, 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 the assessment 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.

The Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated for the initial lot owner (other than Developer) in the event of occupancy for a portion of the year, with a pro-ration to be calculated by determining the number of days of occupancy of the lot owner from the date of occupancy through December 31 of that year. This paragraph shall not be construed to restrict or prohibit the rights of the Association, its Board of Directors, officers, or

members from taking any action permitted by its Articles of Incorporation, its By-laws, rules or regulations.

The Board of Directors of the Association shall have absolute discretion in expenditures, so long as it devotes the funds in good faith and to matters in which it determines in good faith may benefit the Subdivision or the remainder of the Association.

25. Common Areas. The Common Areas are a major attraction and integral part of this Subdivision. Common Areas will be maintained and operated by the Association. The following provisions affect all owners and will be enforced as other restrictions, by the Association:

(a) Common Areas Defined. For purposes of these Restrictions, and the By-laws of the Association, the Common Area shall include, but not be limited to, any and all medians, entrance monuments, and detention basins, as well as any other areas delineated or noted on subdivision plats as areas as to be maintained by the Association or designated "H.O.A.".

(b) Use of Common Area. The Common Area shall be used and enjoyed exclusively by the owners and their invitees, guest and tenants. Under no circumstances may any owner grant a continuing right or privilege to any person to occupy and/or enjoy all or any portion of a Common Area. No owner, invitee, guest, or tenant shall conduct or participate in any activity within the Common Area that is inconsistent with the Rules and Regulations adopted by the Association.

26. Builder Fines: Infrastructure Repairs: Construction Period Assessments: Sidewalks: Liens. Builders shall be liable to Developer and/or 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. At the request of the Developer, the Association shall collect from any offending builder, fines, penalties, or other amounts imposed upon Developer by federal, state or local environmental protection agencies for violations of any environmental statute, rule or regulation and shall 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 and curbs, and repair or adjust all manhole covers disturbed by builder (the "Infrastructure Repairs"). The Developer and/or the Association may assess any builder and shall create a lien against the subject lot for the cost of the Infrastructure Repairs. Additionally, a lien is hereby created against each lot for assessments in the amount of 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 shall 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 pro-rated 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 Developer's or the Association's statement. Builders shall construct the sidewalks along the street right of ways within ten (10) months from the date of the issuance of a building permit for such Lot. In the event that any builder fails to complete such sidewalk within such time period, the Developer or the Association may cause such sidewalk to be constructed. The cost of such construction may be assessed against the builder and a lien is hereby created against the subject lot for such cost. All fines, penalties, assessments, or such other amounts set forth in this paragraph shall be secured by a lien upon the subject lot which lien shall enjoy the same priority and shall be enforceable in the same manner as the lien of general assessments. The Developer

and its affiliate Commonwealth Designs, Inc., a Kentucky corporation. are exempt from all amounts imposed upon Builders under this paragraph.

27. Subdivision of Lots. No additional subdivision of a lot shall be made to reduce the size of the lot without permission of the Developer and/or the Association and appropriate governmental bodies.

28. Enforcement. The Developer, the Association, or any lot owner shall have the right to take any action to correct any violation of the restrictions under this document, 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 owner in default and shall have a lien upon such owner's lot to secure payment of same. That lien shall be enforceable against the lot by appropriate legal proceedings.

29. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

30. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

31. Area Protected. The above covenants, conditions and restrictions shall apply to the Subdivision, as defined above.