



Bobbie Holsclaw
Jefferson County Clerk's Office

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BOBBIE HOLSCLAW

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**THIRD AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SILVER OAKS SUBDIVISION**
Jefferson County, Kentucky

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER OAKS SUBDIVISION (hereinafter "Declaration") is made, imposed and declared as of this 24 day of JULY, 2024, by Silver Oaks Homeowners Association (hereinafter the "Association").

WITNESSETH, THAT:

WHEREAS, the Association was created by the recording of the Declaration in Deed Book 7463, Page 375, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the Declaration has been amended by instruments of record in the Office of the Clerk of Jefferson County, Kentucky as follows:

- | | |
|--------------------------|---------------------------|
| Deed Book 7659, Page 133 | Deed Book 9775, Page 549 |
| Deed Book 7962, Page 703 | Deed Book 9829, Page 792 |
| Deed Book 8005, Page 92 | Deed Book 10398, Page 953 |
| Deed Book 8206, Page 889 | Deed Book 10954, Page 47 |
| Deed Book 8501, Page 101 | Deed Book 12092, Page 829 |
| Deed Book 8672, Page 819 | Deed Book 12618, Page 318 |

and

WHEREAS, the Association has the power and authority to amend and enforce the Declaration with regard to all platted lots in a certain residential subdivision known as "Silver Oaks" as shown on the following plats of record in the Offices of the Clerk of Jefferson County, Kentucky (the "Record Plats"):

- Plat and Subdivision Book 46, Page 62
- Plat and Subdivision Book 47, Page 47
- Plat and Subdivision Book 48, Page 42
- Plat and Subdivision Book 48, Page 54
- Plat and Subdivision Book 50, Page 26
- Plat and Subdivision Book 50, Page 97

and

WHEREAS, pursuant to Article VII, Section 3 of the Declaration, the Declaration may be amended by a majority of the votes or proxy votes collected and/or counted from the members in the Association and recorded in the Jefferson County Clerk's Office; and

WHEREAS, at a meeting of the Association on the 24th day of July, 2024, a majority of the votes counted were in favor of, and have adopted the following amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions as hereinafter set out.

WHEREAS, Article IV, Section 7 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently reads:

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge as determined by the Association's governing body. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the owner's lot.

NOW THEREFORE, Article IV, Section 7 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be amended to read:

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge as determined by the Association's governing body. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the owner's lot. No requests for property improvements shall be entertained or considered by the Association for any lot that is delinquent on its assessments or fees.

AND WHEREAS, Article V, Section 8 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently reads:

Section 8. Signs. No sign for advertising shall be displayed on any lot or on a building or a structure on any lot, except one (1) sign advertising the sale or rent thereof. Federal, State, Metro, and local government election signs may be placed on any member's property during the time thirty (30) days before and seven (7) days after a governmental election. No signs shall be greater in area than nine (9) square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

NOW THEREFORE, Article V, Section 3(C)(b) of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be amended to read:

Section 8. Signs. No sign for advertising a business shall be displayed on any lot or on a building or a structure on any lot, except one (1) sign advertising the sale or rent thereof. Federal, State, Metro, and local government election signs may be placed on any

member's property during the time thirty (30) days before and seven (7) days after a governmental election. No signs shall be greater in area than nine (9) square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. This restriction does not prohibit placement of temporary signage celebrating birthdays, anniversaries, graduations, babies, etc. This restriction does not prohibit placement of alarm company signs or decorative garden flags that are compliant with Article V, Section 6, Subsection B.

AND WHEREAS, Article V, Section 20 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently does not exist.

NOW THEREFORE, Article V, Section 20 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be added to read as follows:

Section 20. Flags. Under the "Freedom to Display the American Flag Act of 2005," the HOA may not adopt or enforce any policy, or enter into any agreement, that would restrict or prevent a member of the association from displaying the flag of the United States on residential property within the association with respect to which such member has a separate ownership interest or a right to exclusive possession or use. Nothing in this Act shall be considered to permit any display or use that is inconsistent with any provision of Chapter 1 of Title 4, United States Code (US Flag code) or any reasonable restriction pertaining to the time, place or manner of displaying the flag of the United States necessary to protect a substantial interest of the HOA. One United States state, military, seasonal or school/collegiate flags, no larger than 3' x 5' are allowed as long as they are compliant with Article V, Section 6, Subsection B. Flags advertising or promoting Federal, State, Metro and local government elections or candidates are prohibited, except when allowed in Article V, Section 8.

AND WHEREAS, Article V, Section 21 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently does not exist.

NOW THEREFORE, Article V, Section 21 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be added to read as follows:

Section 21. Solar Panels. No solar panels may be installed on any lot within the Silver Oaks Subdivision without the prior written consent of the Association. Solar panel installation will not be approved unless said solar panels are installed on the rooftop of the main residential structure or shed of the lot. Should any lot owner obtain said written consent of the Board of Directors of the Association, and it is subsequently discovered that the lot owner's solar panel installation does not comply with the plan approved by the Association, then the lot owner agrees to immediately remove/relocate, at said lot owner's sole expense, any solar panels which are not in compliance with the approved plan within a reasonable time period established by the Association, and the Association is required to take legal action to seek removal or relocation of the solar panels, then and

in such events, the lot owner shall be responsible for any and all legal fees and/or court costs incurred by the Association as a result of said legal action. This restriction does not prohibit solar powered decorative lighting.

AND WHEREAS, Article VI, Section 1, Paragraph F of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently does not exist.

NOW THEREFORE, Article VI, Section 1, Paragraph F of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be added to read as follows:

F. The painting of exterior brick, brick veneer, soffits, gutters, and downspouts must be submitted to the Association for approval. Exterior painting must be completed by a professional painter, using exterior grade paint. Homeowner must submit plans, painting company information, with detailed project quote (quote price can be hidden) and a color sample to the Association for review prior to painting. Painting of exterior vinyl is prohibited.

AND WHEREAS, Article VI, Section 6, Paragraph A of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions currently reads:

- A. Within thirty (30) days of final completion of the construction of a residence, the lot owner shall complete landscaping and grade and sod the front and side yards of each lot, and each front yard shall contain at least one (1) tree that is at least two (2) inches in diameter and five (5) feet in height at planting. Certain lots to be identified in certain sections of the Subdivision shall require additional plantings along the rear lot line two (2) inches in caliper planted every fifteen (15) linear feet. In addition, each lot shall contain at least twelve (12) shrubs, and each lot shall be landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any lot. Within any areas denoted on the plat of the Subdivision as Tree Preservation Areas, all healthy trees over a certain caliper, to be defined at such times as affected lots are put to record, shall be preserved.

NOW THEREFORE, Article VI, Section 6, Paragraph A of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall now be amended to read:

- A. Within thirty (30) days of final completion of the construction of a residence, the lot owner shall complete landscaping and grade and sod the front and side yards of each lot. Certain lots to be identified in certain sections of the Subdivision shall require additional plantings along the rear lot line two (2) inches in caliper planted every fifteen (15) linear feet. Each lot shall be neatly landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass,

