

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 BARKLEY WOODS
 JESSAMINE COUNTY, KENTUCKY

OCTOBER 9, 2003

JESSAMINE COUNTY
 D504 PG 351

MAIL TO:

Mitchell
10-24-03
 Hearthside Inc
 6377 General Yucca
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARKLEY WOODS

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JESSAMINE COUNTY
D504 PG 353

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARKLEY WOODS
JESSAMINE COUNTY, KENTUCKY

As shown by plat of record in Plat Cabinet 9,
Slides 195, 196, 197, 198, 199, 200, 201 in the Jessamine County Clerk's Office.

WHEREAS, Hearthside, Incorporated, having its principal office located at 6377 Greenwich Pike., Lexington, Kentucky, 40511 is the owner and developer of lots 26 thru 66, and Joseph Timothy, Bari, David and Dorothy McMillen having their principal office located at 350 Haggin Lane, Wilmore, Kentucky, 40390, are the owners and developer of lots 1 thru 25 and lot 67, located in Barkley Woods, Jessamine County, Kentucky (collectively "Lots"), hereinafter collectively called "Developer". A plat of the Lots appears of record in Plat Cabinet 9, Slides 195, 196, 197, 198, 199, 200, 201, in the Jessamine County Court Clerk's Office ("Barkley Woods").

WHEREAS, in the beneficial interests of the Developer and future owners of the Lots, it is desirable to subject the Lots to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvements, and maintenance of the Lots, in order to:

- a) cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and enhance the aesthetic appearance and value of the Lots and residences; and
- b) prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said Lots.

WHEREAS, the Developer desires to reserve for itself, its successors and assigns the sole discretion to review and approve the plans and specifications for the improvement of the Lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes, and

THEREFORE, Developer hereby makes, constitutes and establishes the covenants, conditions and restrictions as to the development, use and occupancy of the Lots in Barkley Woods as follows:

I. APPROVAL OF PLANS

1.01 **Procedures and Content:** No improvements, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing at least the following:

- (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site; (3) rear, front and side elevations and floor plans, (4) material type and color of all exterior walls, trim, roof and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls, fences and refuse container storage areas, (8) patios, decks, pools and porches, (9) parking areas, (10) size and location of antenna

and/or satellite dish, (11) samples of exterior materials to be used including siding, stone, brick, roofing, or to other materials the extent requested by the Developer, (12) mailbox design and location, and (13) such other information, data and drawings as may be reasonably requested by the Developer. Owners will be required to pay a Three Hundred Fifty & 00/100 (\$350.00) fee for the Developers' architectural review of such plans.

1.02 Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in the Barkley Woods, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specification within thirty (30) days after the same have been delivered to the Developer along with the required fee, the applicant shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15-day period it shall be presumed that the Developer has approved said plans and specifications.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representatives.

II. BUILDING AND SITE REGULATIONS

2.01 Land Use: No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height and an attached garage with space for at least two (2) vehicles, constructed of the same materials, and of the same exterior colors, as used in the construction of the residence; however, the entrance to the garage must be from either the side or rear yard. No outbuilding shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached building constructed of the same type materials and of the same exterior colors as the residence. Any outbuilding containing overhead or garage-type doors must have those doors facing the side or rear yard and may not face the front of the property. Facilities to house horses on 5-acre Lots only shall be exempt from certain aspects of the outbuilding requirements contained in Section 2.01; however, Developers must approve all such facilities prior to their construction.

It shall be understood by the residents and owners of Lots within Barkley Woods that customary agricultural practices will occur on the farmland bordering the subdivision including, but not limited to, horse boarding, transportation, training, riding, weaning foals and other practices involved in an equine operation; plowing, spraying, mowing, irrigation, hay harvesting, planting and harvesting crops, construction on fences, waterways, ponds and contours; weaning calves, working cattle and other livestock and other reasonable agricultural practices customary to the area. These practices are essential to the perpetuation and operation of the remaining agricultural land and may result in the detection of odors, noise and dust by neighbors, as described in the Jessamine County "Development Standards for Cluster Developments", amended version dated August 21, 2001.

2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any Lot in Barkley Woods shall be of quality construction using predominantly stone, brick, or painted cement board. No vinyl or aluminum sided homes. Limited use of wood, stucco, vinyl, or other materials, may be permitted

based on the complete home design and its compatibility with the natural surroundings and other adjacent buildings; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. No exposed concrete block or wall will be permitted. Therefore, a finish building material shall be applied to all sides of the exteriors of buildings and shall extend to the ground. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

2.03 Dwelling Size: No single family residence constructed on any of the Lots shall have less than 2,500 square feet in the case of a one-story structure; less than 3,000 in the case of a one and one-half story; and less than 3,500 square feet for a two-story structure, exclusive of basements, garages, porches, and terraces, even though the garage, porch or terrace is under the same roof. For each dwelling, there shall be an attached minimum two (2) car garage of identical construction as the dwelling and entrance to the garage must be from either the side or rear yard.

2.04 Commencement of Construction: No time limit is placed for commencement of construction, however, once started, construction shall proceed diligently until completed. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within one year from the time of said approval. If construction is not commenced within one year from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such Lot unless the Developer or the Homeowner Association (HOA) agrees in writing to extend said period of one year. The Developer hereby expressly reserves the right to extend the time periods above.

2.05 Construction of Driveways and Headwalls: All driveways constructed on any Lot in said subdivision shall be of brick, concrete or asphalt. All driveways and headwall plans must be approved by Developer and the driveways and headwalls must be completed within sixty days of occupancy.

Headwalls and/or culverts may not contain exposed concrete or concrete block. If a headwall or culvert is required, the plans and specifications thereof shall be approved by Developer and shall be designed and constructed at the Owner's expense.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification or improvement, at the owner's expense, without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements on a Lot or for some other reason, silt would run off of a Lot onto any adjacent property, the owner of such a Lot shall be obligated to provide a means of situation control to prevent silt from running off of such Lot and the Lot owner shall be required to construct or install an effective remedy. In the event the owner of any Lot fails to comply with this restriction, the Developer or the Home Owner Association (HOA) shall have the right to install a remedy and charge the owner for its cost. Failure by the owner to remit payment will result in enforcement of this right by lien.

2.07 Septic Drainage Systems: All property owners shall be responsible for installing a septic system for any dwelling that will comply with Jessamine County and State of Kentucky Health Department regulations.

2.08 Utilities: Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground including but not limited to natural gas, electric, telephone and cable

television.

Each home constructed must utilize natural gas, water and electric utilities as provided by the approved and contracted utility companies servicing Barkley Woods. Each home must utilize natural gas as a primary source of heating or water heating. Any Owner failing to comply with the natural gas restriction will be required, before occupancy, to reimburse Developer \$1,400 for the per lot cost of providing natural gas services to each lot in Barkley Woods. Failure by the owner to remit payment will result in enforcement of this right by lien.

2.09 Landscaping: Every property owner shall cause to be planted and maintained a grass cover for the portion of such Lot so owned by each property owner from the pavement edge on which such Lot fronts through the entire Lot and its easements. Such grass cover shall not exceed eight (8) inches in height at any time. In the event the owner of any Lot fails to keep and maintain the Lot in a good condition, free of trash or weeds and grass in residence yard area over 8" in height, the Developer or the HOA shall have the right to clean, mow and maintain the said Lot and charge the owner for its cost. Failure by the owner to remit payment will result in enforcement of this right by lien.

Landscaping shall be completed within 60 days of occupancy or in the case of a non-occupied house within 60 days from when the main electric hook-up is made. No tree larger than 4" in diameter shall be destroyed or removed from any Lot unless approved by the Developer or the HOA. For every tree that is removed the Lot owner may be required to plant two trees. There shall be no artificial surfaces on lawns such as gravel, astro turf, or the like. All lawns shall be grass. There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, pink flamingoes, concrete animals, etc. without the prior approval of the Developer or the HOA.

2.10 Landscape Buffer Maintenance: Should Developer be required to plant a landscape buffer screen, Developer shall maintain all screening planting for two (2) growing seasons or until 50% of the Lots have been sold, whichever comes first, at which time maintenance becomes the responsibility of the HOA. Any trees which die shall be replaced no later than the following planting season.

Lot owners on which any landscape buffer or screening easement is located shall maintain the plantings in a good and living state commencing with their purchase of the Lot. Any plantings suffering misuse, damage or loss of life shall promptly be replaced by the Lot owner.

2.11 Refuse Containers and Screening: Garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the Lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably an inconspicuous manner as is possible. If refuse containers are set out by edge of the road for pick up, said containers shall be set out the evening before pick up and shall be removed from the road by evening of the day of pick up.

III. MAINTENANCE REQUIREMENTS

3.01 Maintenance of Roadway: It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County Fiscal Court will assume the responsibility for such maintenance within Barkley Woods.

3.02 Maintenance of Lots and Buildings: No Lot and no building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. No inoperable vehicles shall be allowed to remain on the property except in an enclosed garage. No Lot shall be used as a dumping ground for rubbish, trash, or garbage, and any and all such waste shall be kept in suitable sanitary containers.

Certain lots, as identified on the plat(s) of record in the Jessamine County Clerk's Office regarding Barkley Woods, shall include an adjacent area identified as "property usage easement". Owners of these lots shall be responsible for the maintenance, upkeep and care of the property located adjacent to the aforesaid lots identified as "property usage easement" on the plat(s) of record in the Jessamine County Clerk's Office regarding Barkley Woods. An owner of an aforesaid lot may erect a fence enclosing the adjacent property identified as property usage easement provided the fence complies with the fencing guidelines established in these restrictions. Owners of Lots 5 and 25 may also be subject to this restriction by reference in the individual deeds for those lots. No structure may be erected on a property usage easement and the easement must be maintained in its natural state. No regrading, removal of trees or other alteration to the property usage easement will be allowed without the prior written consent of the Developer or HOA.

3.03 Maintenance of Entrances: The Developer shall maintain the Entrance Landscape Easements for a period of two years from the date of recording of these restrictions or until at least 50% of the Lots have been sold, whichever comes first. At the end of that period, all owners of the Lots shall be equally responsible for and share in the expense of the repair and maintenance of the Entrance Landscape Easements and shall maintain the plantings in a good and living state. Any plantings suffering misuse, damage or loss of life shall promptly be replaced by the Lot owners. The method of implementing maintenance and apportioning costs shall be determined by the HOA.

3.04 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any Lot and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the Lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the Lots or of the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the Lots other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of any property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

IV. GENERAL RESTRICTIONS

4.01 Animals: No livestock shall be permitted on any Lot in the subdivision without the written consent of the Developer or HOA. A maximum of two (2) horses for personal use of owner shall be permitted on the (5) five acre Lots.

No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purposes. No more than three (3) dogs and three (3) cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

No kennels may be erected on any Lot. Dog houses and dog runs may be erected as approved by the Developer or HOA and placed so as not to be viewed from the adjoining property owners or from the street. All pets must be kept on a leash and not allowed to stray on any Lot unless under direct control, so as not to create damage or be a nuisance to other property owners. Barking and howling dogs will not be allowed to remain in the subdivision if they become a nuisance to other property owners.

4.02 Trucks/Recreational Vehicles: No owner is permitted to keep trucks bearing commercial insignia or intended for commercial use, boats, recreational vehicles and the like where they may be viewed by his/her neighbors or seen from the street. No inoperable vehicle shall be parked on any street, in a driveway or in any other area visible to others in the subdivision for a period in excess of 24 hours. There shall be no internal combustion powered golf carts, go-carts or motor scooters operated within the subdivision, except in the case of a physical disability requiring the use of such a vehicle for basic mobility.

4.03 Temporary or Permanent Mobile or Modular Homes: There shall not be erected, placed, altered, or permitted to remain on any Lot in said subdivision any mobile or modular homes, temporary or permanent, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence.

4.04 Fences: To maintain the open look and feel of Barkley Woods, and to protect the views, there will be no fences of any kind anywhere on any Lot within Barkley Woods except as follows: a) The existing 4-board fence around the perimeter of the Subdivision shall be perpetual. Its regular and continued maintenance shall be the responsibility of the Homeowners' Association, as hereinafter defined. No changes in the location, style or color of the fence shall be permitted, b) 1-acre Lots may have constructed on them, subject to approval of Developer, black 4-board horse farm fencing and 5-acre Lots must be divided by 4-board black fence. However, no fence, shrubbery fence or hedge shall be placed or constructed closer to the street than the rear corner of the house. Walls in the front or side yard may be constructed only if approved as to the type and location by the Developer. Any fence must meet the approval of the Developer, c) Patio or pool fencing or walls may be permitted as part of the house construction plans and underground dog security fences are permitted. d) Black diamond wire mesh may be added to black 4-board horse fence, at the Lot Owner's expense, with the prior written consent of Developer or HOA, so long as its installation does not interfere with, nor create a hazard for livestock or others in the adjoining property.

Purchasers are hereby obligated to share equally with the adjacent owner, cost of erecting or maintaining any boundary fence except as mentioned in 4.04 a).

Stone fences located throughout Barkley Woods are of a historic nature and may be restored but may not be moved, removed, damaged, dismantled or otherwise altered, without the prior written consent of Developer or HOA.

4.05 Mailboxes: Mailboxes must be designed to complement the quality and visual continuity within Barkley Woods, using the same materials as used on the house exterior construction. Mailbox designs will be approved by Developer. Design, construction and ongoing maintenance of mailboxes is the responsibility of the homeowner. All mailboxes must use rural estate-sized, heavy-duty letterboxes and include a newspaper holder. Mailboxes must be kept in good repair at all times.

4.06 Antennas and Satellite: No antenna or dish for transmission or reception of television signals in excess of two (2') feet in diameter, or any other form of electromagnetic radiation with any dimension in excess of two feet (2') in diameter shall be erected, used or maintained on the property without the prior written approval of the Developer or the HOA. If approved, the antenna or dish will be located in the rear of the lot no closer to the street than the rear corners of the house.

4.07 Signs: No signs whatsoever shall be erected or maintained on the property with the exception of those approved by Developer or HOA. Should an owner put his/her property up for sale, one real estate sign may be permitted on the front of the property. However, no realty signs for sale of Lots other than

by Developer are permitted at the entrance to the subdivision. Said real estate signs must be approved by the Developer and may not exceed 2' x 2' on overall dimensions. All signs shall be professionally prepared.

4.08 Business/Home Occupations: No trade or business shall be conducted on any Lot at anytime except as allowed by local laws.

4.09 Hobbies: Hobbies or activities that tend to detract from the aesthetic character of the Lots and improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted as directed by the Developer or the HOA. This paragraph has reference to, but is not limited to, such activities as automotive and boat repair and sport activities involving equipment placed on the Lots. Permanent sports structures (e.g. basketball goals, tennis courts) may not be erected without prior written consent of the Developer or the HOA. Portable or mobile sports structures must not be placed where they are considered a visual or audible nuisance by other owners.

4.10 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from adjoining properties and without written permission from Developer or the HOA. Location of holding tanks must be on the site plan. Above ground swimming pools are not permitted, and no swimming pools are permitted in front yards facing roadways. Drainage, fencing placement and lighting plans shall be included in the construction plans submitted to Developer for approval. Subsequent to initial construction, all such plans must receive prior written permission by the Developer or the HOA. All pools shall be required to have adequate fencing.

4.11 Firearms: There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon Lots or common area, except by maintenance and security personnel in the performance of their duties.

4.12 Clotheslines: No outside clotheslines shall be erected or placed on any Lot.

4.13 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence.

4.14 Parking: There may be no vehicles of any kind parked on the streets of the Subdivision except as provided in Section 4.02. Each resident shall provide suitable off street parking for their requirements. On street parking by residents/landowners shall not be permitted.

4.15 Minimum Building Lot and Set Back Lines: No dwelling or other structure shall be erected or placed on any Lot unless the placement of such dwelling shall conform in every respect to the building line shown on the recorded plat. Minimum setback restrictions for all structures shall conform to the Zoning Ordinance of Jessamine County in effect at the time of construction.

4.16 Resubdivision: No Lot in Barkley Woods may be subdivided into additional Lots.

4.17 Mining/Towers: No derrick or other structure designed for use in boring oil or natural gas, petroleum, asphalt or other mineral of any kind be produced or extracted therefrom. Further, no commercial mining or quarrying activities of any type or nature whatsoever shall be permitted on any such Lot, and there shall be no drilling of any type or nature whatsoever upon any Lot. No towers may be erected on any lot including, but not limited to, water, cellular, radio or television.

4.18 Renting: No owner or resident in said development shall permit the renting/leasing of any Lot and/or residence except under special circumstances with the prior written consent of the Developer or HOA.

4.19 Homeowner Park/Common Areas: An area of land designated as a park for the use of the owners of lots within Barkley Woods shall be leased to the Barkley Woods Homeowners' Association. Said park shall be subject to any and all terms and conditions of said lease agreement.

Use of said park and other designated common areas within Barkley Woods shall be used in accordance with published rules and regulations.

V. HOMEOWNER'S ASSOCIATION

The Articles of Incorporation of Barkley Woods Homeowners' Association, Inc. ("HOA"), which may be amended from time to time, will be recorded in the Office of the Jessamine County Clerk in Nicholasville, Kentucky.

5.01 Membership: Every owner of a Lot in Barkley Woods shall be a member of the HOA and by acceptance of a deed for any Lot agrees to accept membership in, and does thereby become a member of the HOA. Such owner and member shall abide by the HOA's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the HOA's Board of Directors.

5.02 Purpose of Homeowner Association: The object and purposes of the HOA shall be 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, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the maintenance and repair of the street signs and street lights, common areas, crosswalks, cul-de-sacs, storm drains, basins, landscaping and entrance to the development and other common areas for purposes of its operation and maintenance.

5.03 Assessments: The initial assessments hereunder shall be no higher than \$500.00 per year per Lot beginning January 1, 2004. After December 31, 2004, the Board of Directors (or the Developer prior to the formation of said Board) may from time to time increase or decrease the assessment. The Board of Directors of the HOA shall determine the amount of and fix the due date of each assessment. The annual assessment will be January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the Lot from the date of closing through December 31 of that year, to be paid at Lot closing. Lots closed in 2003 shall be required to pay the 2004 assessment at closing.

Any assessments levied by the HOA shall be used only for purposes generally benefiting the HOA, and shall constitute a lien upon the Lot and improvements against which each such assessment is made. 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.

5.04 Informal Action by HOA or Board: Any action required to be taken at a meeting of the members of the HOA, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the HOA, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the HOA, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

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VI. MISCELLANEOUS

6.01 Duration and Amendments: Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties and persons, their successors and assigns, claiming under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by 75% of then owners of the Lots in Barkley Woods has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time, by the affirmative action of the owners of 75% of the Lots subject to these restrictions. Failure of any owner or any of the other benefited property owners, to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions. All potential changes in these restrictions must have the prior written approval of the Developer as long as Developer owns a Lot in this Subdivision.

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

6.03 Enforcement: Enforcement of these restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct violation or to recover damages or both.

6.04 Notices: Any notice required to be sent to any owner under the provisions of these restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as an owner on the records of the Developer or the HOA at the time of such mailing.

6.05 Solicitations: There shall be no solicitation (door to door sales), without limitation, of any type within the residential area of Barkley Woods except as may be expressly authorized by the Developer.

6.06 Entry Onto Property: In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted, the HOA Board, Developer or his/her authorized representative may, upon giving 48 hours prior notice to the owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the Lots at any reasonable times for the purposes of inspecting such Lot(s) to ascertain whether the Lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purposes of taking such corrective measures as may be reasonably necessary. In case of any emergency, such right of entry shall be immediate, whether the owner or occupant of the Lot is present at the time or not. Any damage to any Lot or the contents thereof, which shall result from any exercise by the Board (or the Developer prior to formation of said Board) of its rights access herein above set forth, shall be promptly repaired by and at the expense of the HOA and the same restored to its condition immediately prior to such damage.

6.07 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration, the Developer shall appoint an attorney to interpret and construe the meaning of the uncertainty.

6.08 Paragraph Headings: The headings are intended for convenience only and are not intended to be a part of this Declaration in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.


6.09 Waiver of Notice: Whenever any notice whatsoever is required to be given under the

provisions(s) of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

VII. SIGNATURES

IN TESTIMONY WHEREOF: The DEVELOPER has caused this Declaration to be executed on this the 9th day of October, 2003.

DEVELOPER: Hearthside, Incorporated




Rachel A. King, President

STATE OF KENTUCKY
COUNTY OF JESSAMINE

I, the undersigned Notary Public, certify that the foregoing RESTRICTIONS FOR BARKLEY WOODS, was this day acknowledged, subscribed, and sworn to before me by Rachel A. King, this 9th day of October, 2003.

My Commission Expires: 8-12-05



NOTARY PUBLIC
STATE AT LARGE

JESSAMINE COUNTY
D504 Pg 363

DEVELOPER: Joseph Timothy, Bari, David and Dorothy McMillen

Joseph Timothy McMillen
Joseph Timothy McMillen
POA on behalf of McMillen Owners/Developers

STATE OF KENTUCKY
COUNTY OF JESSAMINE

I, the undersigned Notary Public, certify that the foregoing RESTRICTIONS FOR BARKLEY WOODS, was this day acknowledged, subscribed, and sworn to before me by Joseph Timothy McMillen on behalf of himself, Bari, David and Dorothy McMillen, this 9th day of October, 2003.

My Commission Expires: 8-12-05

Brenda C. Moore
NOTARY PUBLIC
STATE AT LARGE

JESSAMINE COUNTY
D504 PG 364

DOCUMENT NO: 148229
RECORDED ON: OCTOBER 21, 2003 02:20:54PM
TOTAL FEES: \$31.00
COUNTY CLERK: EVA L MCDANIEL, CJC
COUNTY: JESSAMINE COUNTY
DEPUTY CLERK: BETTY C GOODLETT

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