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WOODLAND HEIGHTS CCR's

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CLERK, TAYLOR COUNTY
BY CP D.C.

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DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
WOODLAND HEIGHTS SUBDIVISION
(Development: Phase One)

STATE OF KENTUCKY, COUNTY OF TAYLOR,
KNOW ALL MEN BY THESE PRESENTS

Kirk and/or Tamara Sullivan, dba SULLIVAN DEVELOPMENT, LLC, developers of land located immediately adjacent to the east side of the Campbellsville Country Club (accessible from Old Pitman Road) in Campbellsville, Taylor County, Kentucky, duly authorized to do business in the State of Kentucky, hereinafter referred to as "Developers,"

WITNESSETH:

WHEREAS, Developers are the owners of that certain tract of land hereafter to be known as WOODLAND HEIGHTS, ~~Phase One~~, consisting of lots ~~1-20, 23 & 46~~ situated in Taylor County, Kentucky, with the plat of WOODLAND HEIGHTS (Phase One) recorded in Cabinet "B", Slide 114 of the Plat Records in the office of the County Clerk of Taylor County, Kentucky on the 13th day of December, 2007 after having been approved as provided by law, and

WHEREAS, it is the desire of the Developers to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon WOODLAND HEIGHTS (Phase One) in order to establish a uniform plan for its' development, improvement and sale, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Tracts in WOODLAND HEIGHTS (Phase One); and

WHEREAS, the Developers reserve the right in their sole discretion to:

- (i) Add to or delete areas from the WOODLAND HEIGHTS Subdivision; and
- (ii) hereafter place such restrictions, easements, covenants, conditions, stipulations and reservations on any and all remaining unrestricted Properties, or portions thereof, in the Subdivision, in order to establish any plan chosen by the Developers for the development, improvement and sale thereof;

The Developers hereby adopt, establish and impose upon WOODLAND HEIGHTS (Phase One) and declare to exist the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall continue to the benefit of each Owner thereof. The Developers also declare that WOODLAND HEIGHTS (Phase One) shall be subject to the jurisdiction of the "Association" (as hereinafter defined.)

ARTICLE I
DEFINITIONS

Section 1.01 "Accessory Building" means a subordinate building, attached or detached from the Dwelling (as hereinafter defined.)

Section 1.02 "Annexable Area" refers, without limitation, to any property adjacent to or in the proximity of the Subdivision.

Section 1.03 "Annexed Area" refers to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein.

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Section 1.04 "Architectural Control Committee" or "ACC" mean the same thing and refers to the Developers until such time as there are Nine (9) Owners living on site at the Subdivision and then it shall mean three Property Owners who by volunteering themselves, election by fellow Property Owners, or selection by the Developers, serve on a Board to provide oversight and approval or disapproval of structures in the Subdivision and provide enforcement in the case of violations of these Covenants, Conditions & Restrictions.

Section 1.05 "Association", "Property Owners Association", "POA" or "HOA" all mean the same thing and refers to the Woodland Heights Property Owners Association and its successors and assigns which shall be made up of the owners of property within the Woodland Heights Subdivision.

Sections 1.06 "Board of Directors" or "Board" mean the same thing and refers to Property Owners who by volunteering themselves, election by fellow Property Owners, or assignment by the Developers, serve on a Board to manage the affairs of the Association.

Sections 1.07 "Builders" shall mean and refer to persons or entities that purchase tracts and build speculative or custom homes thereon for third party purchasers.

Section 1.08 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developers and/or the Association for the common use of the Property Owners. Such Common Areas now identifiable are the Equestrian Trail, Park, Landscaped Entrance and any golf cart trails.

Section 1.09 "Contractor" shall mean the person or entity with whom an Owner contracts to construct a residential dwelling or other structure on the Owner's tract.

Section 1.10 "Developer(s)" refers to Kirk and/or Tamara Sullivan or their corporation, and/or their successors and/or their assigns.

Section 1.11 "Dwelling" means a building having accommodations for and occupied on the long term by not more than one family; typically referred to as "Single Family Residence."

Section 1.12 "Equestrian Trail" means any designated pathway delineated by fencing that exists for the purpose of equestrian activities but may also be used as a golf cart trail for the express purpose of golf cart travel to and from the Campbellsville Country Club.

Section 1.13 "Front Line" means any boundary line of a Tract which is most immediately adjacent to a public road and toward which the front of the proposed improvements face.

Section 1.14 "Garage" means a detached Accessory Building or a portion of a Dwelling in which motor vehicles or horse-drawn carriages are typically stored.

Section 1.15 "Golf Cart" means a battery powered motorized vehicle used to transport persons playing golf.

Section 1.16 "Guest House" refers to detached living quarters.

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Section 1.17 "Hay" means grass of any variety that is 8" or taller.

Section 1.18 "Height" means the measurement from the building line or highest point on the lot, which ever is greater, to the highest point of the Improvement being measured.

Section 1.19 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Tract which is part of the Subdivision.

Sections 1.20 "Plat" shall collectively mean and refer to the Final Plat of Woodland Heights (Phase One), an addition to Taylor County, Kentucky, recorded in _____ (book, cabinet, file, drawer, etc.), Plat Records, Taylor County, Kentucky.

Section 1.21 "Rear Line" means the opposite of the Front Line.

Section 1.22 "Side Line" means any boundary line of a Tract which is not a Front or Rear Line.

Section 1.23 "Street" means the roadways of the Subdivision whether owned by Developer, the POA or dedicated by the Developers to Taylor County, Kentucky, by the Plat and accepted by Taylor County, Kentucky as public streets and roadways.

Section 1.24 "Subdivision" shall mean and refer to property developed by the Developers into a group of building lots whether all at once or in sections, or future land purchased by the Developers and annexed into the development known as "Woodland Heights."

Section 1.25 "Tract" shall mean any plot of land identified as a tract or home site on the Plat. For purposes of this instrument, "Tract" shall not be deemed to include any portion of the "Common Areas" or "Unrestricted Reserves" (defined herein as any Common Areas and Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such areas.

Section 1.26 "Woodland Heights" shall mean and refer to all phases of development of Woodland Heights before, now, or hereafter made subject to the jurisdiction of Subdivision.

Section 1.27 "Woodland Heights Community Park" refers to the Common Area for the Owners enjoyment which exists as a mature stand of hardwood trees immediately adjacent to the Campbellsville Country Club.

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map (Plat) of the Property Applies to Contract. The Plat of Woodland Heights dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to Woodland Heights. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of Woodland Heights recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Utility Easements. Developer reserves for public use the utility easements shown on

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the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Taylor County, Kentucky, for the purpose of constructing, maintaining, repairing and renovating as needed a system or systems of providing utilities to the lots, common areas and reserve areas of the subdivision. Such utilities to include electric power, electric street lighting, telegraph and/or telephone lines, cable television, natural gas, water, sewer, sewer lift stations & fiber optics or any other utility the Developer sees fit to install in, across and/or under such utility easements.

Should any utility company furnishing a service covered by any easement provided for in these restrictions request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement along and within the setback line of any Tract without conflicting with the terms hereof.

Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective equipment. Neither the Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner which property was placed by the Owner on areas covered by said easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and/or by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, except for the equestrian trail easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing, renovating or removing its facilities located within the Utility Easements.

Section 2.03 Drainage Easements. Developer reserves for public use, drainage easement(s) shown on the plat or that have been or hereafter may be created by separate instrument recorded in Real Property Records of Taylor County, Kentucky, for the purpose of constructing, maintaining or repairing to ensure proper storm drainage swales in order to provide for improved surface drainage of the Reserves, Common Areas, Tracts and roadways. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements, including the construction of ponds and dams.

Section 2.04 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Tracts by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone, natural gas supply lines, water, sewer, fiber optics, and television cable or future utility

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products and easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits, poles, bases, or other service lines or utility products running through their Tracts which are utilized for or service other Tracts. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.05 Restricted Reserves. The areas designated as Restricted Reserves or Common Areas on the Plat are to be used by all Owners in any phases of Woodland Heights Subdivision, together with their invitees and guests for recreational and outdoor activities. Provided, however, the use of such areas, including the equestrian trail & park, shall be regulated by the Developer, its successors, assigns or the Association through written rules and regulations which are subject to change as deemed necessary by the Developer, its successors, assigns or the Association as determined by needs that arise over the passage of time.

ARTICLE III
USE RESTRICTIONSSection 3.01 Single Family Residential Construction.

Prior to beginning any construction Owner must provide a driveway to define an access point to the lot. The driveway shall be constructed of DGA material (dense graded aggregate), or better, and constructed to be able to tolerate loads typical of a construction site. A dump truck towing a backhoe on a trailer, a ready-mix concrete truck, a truss delivery truck with crane, for example, shall be able to drive on the driveway provided by Owner without such vehicles tires sinking into the driveway when wet.

All lots in size from .25 – 3.5 acres are herein designated as “Single Family Dwelling” tracts. The primary dwelling shall be principally used for residential purposes only, and shall house only one family on a perpetual and long-term basis. Long-term is herein defined as a period of stay to exceed 21 days in any calendar month, whether those days run consecutive or not. Exception: A guest house not to exceed 864 square feet, whether attached or unattached to the main dwelling, may be constructed and occupied on a long term basis, however, by not more than two persons. Exception: One health care provider per guest house resident may occupy the guest house so long as the healthcare provider is employed by one or both of the other two persons, but in any case no more than 4 persons shall occupy the guest house. No rent shall be allowed to be collected on any such guest house occupant. The guest house must match the main Dwelling in style and exterior finish materials.

Other structures may be altered, or designed to house human beings on a guest basis; for example, the attic space above a work shop, but not for rent and in any case not for any period of time to exceed 21 days in any calendar month.

Detached garages, work shops and/or other accessory buildings may be constructed on the property prior to the time the main dwelling is constructed so long as they are of good construction, kept in good repair and are not used for residential purposes. Plans for the Dwelling and any such accessory building(s) must be submitted and approved prior to beginning the construction or placement of any such accessory building. The construction of the Dwelling must begin within 12 calendar months after the initial groundbreaking for any such accessory building or the building may be removed at the discretion of the ACC.

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All dwellings, detached garages, work shops and accessory buildings must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property.

All Dwellings, not counting basement, attic, garage and porch areas, must have a minimum of 1,400 square feet of finished living area, with at least a two-car garage that is part of the original design & constructed at the same time as the Dwelling.

All Dwellings shall have roofs with a pitch or slope of no less than 7 feet vertical rise for every 12 feet of horizontal span; (i.e., minimum 7/12 pitch.)

Carports or porte-cocheres are allowed (but not in lieu of a two-car garage) so long as the carport or porte-cochere is attached to the Dwelling and connected in such a way that the roof is an extension of the Dwelling roof and finished with the same materials as the Dwelling.

Exterior finish of the Dwelling shall be subject to the approval of the ACC with preference being given to a preponderance of masonry finish. However, no specific percentage of masonry material is herein declared so as not to preclude the use of the wide variety of excellent exterior finish materials that are available. No sheet goods siding such as plywood, oriented strand board (OSB) or Masonite of any type is allowed as a finish material. Any wood based material used as a finish material must be natural lumber or timbers such as used in a log home.

Any accessory building with floor square footage larger than 144 square feet on lots .25 to 2.9 acres must be constructed and finished in style and finish materials that match the Dwelling. This same restriction applies to the accessory buildings on lots 3 acres or larger, however, such buildings need only be trimmed to match the Dwelling on those elevations viewable from surrounding roadways. As an alternative such structures may be put in place with a plan showing how they shall be screened from view by use of landscaping fencing. Such plan to be approved by the ACC. The ACC shall grant or deny approval of any such accessory building and/or finish materials based on the proposed placement on the property and appearance to surrounding residences or roadways. Horse stables are an exception. Horse stables need not agree in style or trim with the Dwelling but in any case must be approved by the ACC. Approval for the exterior finish and nature of trim of any Accessory Buildings and its' agreement to the main Dwelling rests with the Architectural Control Committee.

Storage buildings smaller than 144 s.f. may be placed on any of the lots as long as they are within property line setback limitations and approved by the ACC.

Any building, structure or improvement commenced on any tract shall be completed as to exterior finished appearance within 8 months from the commencement date.

As used herein "residential purposes" shall be construed to prohibit the use of Tracts for duplexes or town houses, condominiums, or apartment houses. All tracts shall be for residential purposes and all homes must be constructed on site.

Modular constructed homes of the type constructed at a remote site in panels or sections or complete structure and then assembled on site are allowed so long as they meet all the minimum standards of construction herein established.

Section 3.02 Composite Building Site.

Any owner of adjoining tracts (or portions thereof)

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may, with the prior written approval of the Developer or the Architectural Control Committee, consolidate such Tracts or portions into one building site with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the Tract lines as indicated on the Plat.

Section 3.03 Easements and Building Setbacks. A 50 foot set back exists from the most forward portion of the Front elevation of all Dwellings as measured from the street center. (i.e., the streets are anticipated to be 22 feet wide which means the set back is 39 feet from the road edge to the front of the Dwelling.) A utility easement exists and extends out 15' along each road edge.

A 10 foot set back exists from the Side Lines to the side elevations of the Dwelling or any building, including, shops, barns, storage sheds and accessory buildings. This Side Line set back shall be a utility easement.

A 30 foot set back exists from Rear Lines to the rear elevation of any Dwelling. A 10 foot set back exists from the Rear Lines to any shop, barn, storage shed or accessory building. This 10 foot set back is a utility easement.

The set back requirements of the City of Campbellsville take precedence to the set back restrictions of these CCR's.

Section 3.04 Use of Temporary Structures. Owners may reside in a travel trailer, camper or RV, not to exceed 40' in length, and not for a period of time to exceed 11 months during the construction of the Dwelling. Aside from that exception, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other accessory building shall be maintained or used on any Tract at any time as a primary Dwelling. The Developer reserves the right to erect, place and maintain such facilities in or upon any property in the Subdivision that it owns as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. Owners may locate RV's, motor homes, travel trailers and campers on their Tracts for temporary occupancy within set back lines. Occupancy not to exceed 14 consecutive days in any calendar month. In the unforeseen event an Owner's Dwelling becomes uninhabitable then such structures may be occupied for a longer duration while repairs are being made to Dwelling but in no case not to exceed 6 months. Motor homes and travel trailers remaining on the Tract beyond these time restrictions, other than for the storage & keeping of the RV, motor home, travel trailer or camper, are subject to removal by the Property Owners Association. The type of travel trailer that is allowed is one that can be towed on a routine basis by a pickup truck as a recreational vehicle, not a mobile home.

The Developer or POA Committee shall have the right, which Owners hereby gives the Developer or such POA Committee member(s), to enter upon Owner(s) Tract and to remove any such temporary structure which is placed on any Tract in violation of these restrictions, and in doing so, Owner agrees neither Developer or such member(s) shall be liable, and each is hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.05 Walls and Fences.

White vinyl rail fencing is the only permissible fencing in the Subdivision for lot perimeter fencing. No other type of fencing material may be attached thereto. Owner installed lot perimeter fencing must agree in style, color, appearance, quality and rail and post spacing as the Developer installed fencing

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that shall border the equestrian trail. Specifications for approved fencing shall be made available from the Developer or ACC upon request. Any deviation from this must be approved by the Architectural Control Committee but in no case may there be a deviation from using fencing of the same style, color, and appearance for lot perimeter fencing. Owners keeping horses must install a four-rail minimum fencing.

The developer will install the original equestrian trail fencing. Thereafter, Owners are responsible for the maintenance, repair or replacement of the inner equestrian trail fencing on their lots needing repair or replacement due to normal wear and tear. The POA is responsible for the repair or replacement of the Subdivision boundary line fencing, such expense to be paid out of the POA fund with the understanding that should catastrophic damage occur a special levy shall be imposed to provide the necessary funds to make the repairs. Repairs to any intentional or accidental damage to the inner Equestrian Trail fencing caused by other than the respective Owner where the person responsible for the damage cannot be identified and held accountable, shall be paid out of the POA fund.

The maximum height of any fence on the property lines shall not exceed 6 feet.

No "T" posts or barbed wired fencing is allowed anywhere except for purposes of marking survey stakes during the construction of the subdivision. For swimming pool security fencing or other interior fencing needs Owners shall consult the ACC or Developer for approved types of fencing that are in keeping with the high quality appearance of the Subdivision.

Section 3.06 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any tract which is not related to single family residential purposes, unless said activity meets the following criteria:

- (a) No additional exterior sign of activity is present,
- (b) It is the type of activity that usually happens in a home,
- (c) No additional traffic that would not be there normally is created,
- (d) The entity or activity maintains an office or place of business elsewhere, and
- (e) No hazardous or dangerous materials may be stored in bulk on the Tract.

This restriction is waived in regard to the customary sales activities required to sell Tracts or homes in the Subdivision or the occasional "garage sale."

The discharge or use of firearms is expressly prohibited. The igniting or deployment of any type of firework, chemically reactive explosive device, or any improvised explosive device (IED) that creates noise is expressly prohibited except as allowed by law on special occasions such as the Fourth of July or for special events and then only when a permit is obtained in advance. The POA in shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

This restriction is in no way intended to prohibit the additional parking of vehicles or presence of guests for such activities as parties, wedding receptions, or other occasions where guests of any Owner create the presence of additional persons & vehicles in the Subdivision so long as the presence of such vehicles/persons does not create an unreasonable nuisance or annoyance.

Section 3.07 Garbage and Trash Disposal. No trash shall be left on Tract. Garbage and trash or other debris accumulated in this Subdivision shall not be permitted to be dumped at any place within

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this Subdivision. Trash, garbage or other waste shall be kept in trash receptacles and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean condition. Trash containers are to be stored along the sides or rear of Dwelling; they may not be stored forward of the Front Line of the Dwelling. Trash containers shall not be left in the street except for the purpose of trash collection. Trash receptacles may be moved to the street edge no sooner than 24 hours in advance of scheduled collection. They must be removed from the street the same day of collection.

Section 3.08 Junk Storage and/or Disabled Motor Vehicles Prohibited. No tract shall be used as a depository for abandoned or junked or disabled motor vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any tract. Boats, RV's and travel trailers may be stored on Tracts after the residence is constructed, however, they must be stored within the lines of all building set back limits, must not extend into the street, and boats must have a boat cover if stored on the driveway.

Any motor vehicle undergoing a restoration effort must be stored inside the garage. No vehicle whether motorized or not may be stored on the street for longer than 72 hours. Should documented evidence be presented to the Developer or the POA of such stowage the vehicle may be towed at the Owners expense with no obligation to notify the Owner prior to towing. Such evidence shall consist of affixing a non-marring, brightly colored label to any such vehicle suspected to be in violation of this restriction to denote the time/date of affixing the label and then observing that the vehicle is in the same location after 72 hours. Evidence of not having been moved shall be such things as man-made marks on the roadway, undisturbed spider webs, accumulated dirt behind the tires, street sweeper path around the vehicle, etc. Owners hereby give the right to the Developer and/or POA committee or committee member(s) to remove any vehicle stored on the street in violation of this restriction, and in doing so, Owner agrees neither Developer or such POA member(s) shall be liable, and each is hereby expressly relieved from any liability for trespass or other tort in connections therewith or arising from such removal.

Any motor vehicle stored in the front yard in violation of this restriction, except for on the driveway, may be towed by the Developer or the POA 48 hours after the Developer or the POA notifies the Owner of the violation in writing including notification of the intent to tow should the vehicle not be removed within 48 hours of the Owner being notified. The Developer or POA Committee member(s) shall have the right, which Owners hereby gives the Developer or such POA Committee member(s), to enter upon Owner(s) Tract and to remove any vehicle which is placed on any Tract in violation of these restrictions, and in doing so, Owner agrees neither Developer or such member(s) shall be liable, and each is hereby expressly relieved from any liability for trespass or other tort in connections therewith, or arising from such removal.

Section 3.09 Signs. No signs, advertisement, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the ACC and/or Developer except one (1) standard sign adopted by the Developer and Association not more than twenty-four inches by thirty-six inches advertising an Owner's Tract for sale or one such sign per corner if a corner lot. During construction of the home or accessory building, Contractors or Builders are permitted to have one (1) professionally made sign not more than Thirty-six inches wide by thirty-six inches long for advertising purposes, but shall be required to remove said sign upon completion of contracted constructions. All other signs are prohibited. Developer, or any POA Committee member(s) shall have the right, which Owners hereby gives Developer or such committee member(s),

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to enter upon Owner(s) Tract and remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, Owner agrees neither Developer nor such member(s) shall be liable, and each is hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

This restriction does not apply to any signs posted by the Developer for purposes of advertising the development nor does it apply to any real estate agent or agency authorized by Developer to market the subdivision as a whole by means of posting signs approved by the Developer.

Section 3.10 Animal Husbandry. Per local zoning regulations parcels of land 3 acres or larger are designated R-1 and allow for the keeping of livestock (horses.) Woodland Heights lots 3 acres or larger are designated "horse property" lots and by design were developed for the express purpose of the keeping of horses and strategically placed throughout the subdivision to contribute to an open "country" feeling and the equestrian appeal of the Subdivision. Owners of lots 3 acres or larger may keep one (1) horse per acre.

Subdivision is located in Taylor County and not within the city limits of Campbellsville, however, all lots are subject to the zoning regulations of the City of Campbellsville, Taylor County, Kentucky because of its' proximity (within one mile) to that city. Any horse found on lots less than 3 acres in size must be kept at all times inside a stable except while being interacted with by the owner or trainer or rider.

"Stable" shall have the typical meaning of an enclosed structure with roof and walls. For this purpose the stable must limit the view of the animal(s) by having solid walls on the lower portion of any stable wall, not counting doors or windows. Any stable on any lot, regardless of lot size, must be of commercially manufactured quality in appearance & design, including corrals.

Any stabling of horses on lots less than 3 acres in size may only occur for the *temporary* boarding of any such horse for the purpose of convenience to the Owner to have the horse immediately available for a day or two at a time to enjoy the equestrian facilities of the subdivision, veterinary, foaling, preparation for a trip, return from a trip, farriery, or other *short-term* purpose and not for the long-term boarding of the horse. The *broad* interpretation of "temporary" and "short-term" shall mean the opposite of "long-term" with long-term meaning perpetual and continuous with no breaks of stays of significant lengths of time. The narrow interpretation of "temporary" and "short-term" shall mean no more than 48 hours per stay with a break of at least 48 hours between stays. However, being in compliance or in violation of this restriction shall be based on common sense and any complaints, with the nature and number of complaints being the guide for the Board to determine if any such person keeping a horse is in compliance with this restriction.

Where local Zoning may not allow for the keeping of horses on lots less than 3 acres in an open air, "corral," environment, Owners of lots or combined lots being one (1) acre or larger in size may seek a variance from Campbellsville Zoning on his or her own behalf and if approval is granted then the keeping of a horse on any such lot shall be approved on a case by case basis by the Association. The Association, before granting approval, shall take into account the amount of open land remaining around Dwelling, compliance with set back limitations, consideration given to the impact on any neighboring lot(s), the location of the land in relation to the rest of the subdivision, and the welfare of the horse. In no case may a horse be kept in an open air environment on less than one (1) acre.

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Any Owner keeping animals must provide fencing capable of containing such animals (see "Walls & Fences, Section 3.05).

No hogs, pigs, cattle or poultry shall be raised, bred or kept on any Tracts except as allowed by Campbellsville City Zoning as such zoning regulations specify as to types of animals and lot size.

Dogs, cats or other common household pets may be kept, however, there shall be no more than three (3) adult dogs or cats per household on tracts smaller than 3 acres and no more than four (4) adult dogs or cats on tracts 3 to 5 acres. After a dog or cat gives birth these minimums shall be in abeyance for 4 months but after 4 months Owner must be in compliance or the number of dogs or cats exceeding the minimal number allowed shall be removed at the owner's expense.

Dogs must be kept by kennel, dog run, physical or electronic fencing or by other means that confines the dog(s) to the Owner's property. Dogs will not be permitted to run loose in the subdivision. Dogs must be vaccinated for rabies according to State or County law and licensed and/or registered with Taylor County, KY as local zoning provides. When off the Owner's property dogs must be on a leash. No obnoxious barking dog shall be allowed and upon a substantiated complaint shall be removed by Animal Control or by other means at the Owner's expense.

No manure shall be allowed to accumulate from any species of animal on Owners' property nor may it be disposed of in such a manner anywhere near the subdivision in such a manner as to pose a health risk or nuisance. Dog runs, kennels, yards, stalls, pens, stables, and corrals shall be mucked daily or as needed and the manure properly disposed of to prevent its' accumulation. Dog & cat manure must be disposed of outside of Subdivision. Manure from any animal poses an odor problem and can contribute to a fly problem if allowed to accumulate, therefore, the accumulation of manure in the least amount will not be tolerated. Should any such accumulation occur through neglect on the part of any Owner immediate remedial action shall be undertaken by the Association. The Association shall first notify any such Owner in writing that he/she is in violation and be given 24 hours to cure the violation. If Owner does not remove and dispose of the accumulated manure in the time allotted then the Developer, Association or agent of the Developer or Association shall be entitled to enter on Owner's property and take the necessary remedial action at the Owner's expense without liability by the Developer or the Association to the Owner. The Owner shall be charged 2 ½ times the national minimum hourly wage per worker hour spent providing the remedy plus the reasonable cost of any equipment or supplies used to package, transport and dispose of the manure.

Section 3.11 Drainage. Natural established drainage patterns of streets, Tracts or roadway ditches will not be impaired by any person(s). Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing up ditch water or diverting flow. Drainage culvert installations subject to the inspection and approval of Taylor County and must be installed prior to any construction on the Tract. All natural drain patterns must remain open and must not be blocked by ponds or dams.

Sections 3.12 Duty of Maintenance. Owners and occupants (including lessees) of any Tract shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Tract so owned or occupied, including improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

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- A. Prompt removal of all litter, trash, refuse and wastes.
- B. Keeping landscaping alive, free of weeds and attractive. Lawn grasses must be mowed at or prior to being 8" in height. Should the Owner fail to comply with this mowing restriction the Owner hereby gives Developer, Association or a designated POA committee member(s) or agent authorization to enter upon Owner(s) Tract and mow the grass in violation of these restrictions. Owner agrees the Developer or any such committee member(s) or agent is hereby expressly relieved from any liability for trespass or other tort in connection therewith or arising from such mowing. The Owner shall be billed for the expense of mowing or if acceptable to the person doing the mowing, the person doing the mowing shall be entitled to bale and keep the hay in lieu of monetary compensation. Prior to any structure being erected on any Owner's property, allowing the grass to go to hay shall not be considered an ornery violation and if no communication on the part of the Owner to the contrary is made, the understanding exists that the Developer or his agent shall continue to harvest the hay along with any such other properties and do with the hay as Developer seems fit.
- C. Keeping driveways in good repair.
- D. Complying with all government health and policy requirements.
- E. Repair of exterior damage to improvements.
- F. Working, free from defect and attractive maintenance of all structures.

Section 3.13 Enforcement. If in the majority opinion of the Developer and two other Woodland Heights randomly selected Owners or the opinion of the majority of the POA Board of Directors or the majority of the Architectural Control Committee any such Owner or occupant (including lessees) has failed to comply with any of the restrictions herein, or has failed in any of the duties or responsibilities herein, then the Committee or the Directors or Developer shall deliver to such Owner or occupant (including lessees) written notice of such failure and such Owner or occupant (including lessees) must within ten (10) days from the time of being served the written notice, or less time than 10 days as specifically indicated by certain restrictions, comply with the restriction(s) and/or perform the care and maintenance required. Should any such Owner or occupant (including lessees) fail to fulfill this duty and responsibility within such period, then the Developer, Committee, or the Directors, or their designated agents as in the case of a retained property management company, are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary at the expense of the Owner, without any liability for damages or for wrongful entry, trespass or otherwise to the Owner, contractor, Builder or any other person found on the Tract performing the work of such care or maintenance. The Owners and occupants (including lessees) of any Tract on which such work is performed shall promptly reimburse the Developer, Committee or the POA for such cost. If such Owner or occupant (including lessees) shall fail to reimburse the Developer, Committee or the POA within 30 days from the time of the service of an invoice or billing setting forth the costs incurred by the Developer or Association for such work, then said indebtedness shall be a debt of the Owner and Occupant (including lessees) jointly and severally.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control.

- (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (excluding, without limitation, the painting or staining of stucco siding or removal for the

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replacement of, or for the repair of other types of siding on existing structures), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Tract in the Subdivision until obtaining the necessary approval (as hereinafter provided). That approval shall come from the Developer, his accessories or assigns, until the establishment of the Architectural Control Committee (ACC) then the approval shall come from the ACC, and Taylor County (if required by law, rule or other regulation). "Approval" herein and hereafter is meant the approval of the construction or alteration plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action.

(b) Each application made to the Committee or to the Developer under Sections 4.02 below, shall be accompanied by three sets of plans and specifications for all proposed construction (original construction or later alteration) to be done on such Tract, including plot plans showing all existing structures and the location(s) of the proposed change(s). Upon receipt, the ACC shall forward one set of plans and specifications to the Developer for his perusal, and keeping.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural approval as referred to above is initially vested in the Developer, his accessories, or assigns; provided, however, the authority of the Developer shall cease and terminate upon the establishment of the Architectural Control Committee of the Property Owner's Association in which event such authority shall be vested in and exercised by the Committee (as provided in (c) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "ACC" or "Committee", as used in this Declaration, shall mean or refer to the Developer or the Woodland Heights Architectural Control Committee composed of members of the Association, as applicable.

(b) Developer shall appoint three (3) Woodland Heights property owners to serve as the initial Architectural Control Committee. These three shall also serve as the initial Board of Directors. These three owners shall serve in both positions as long as they are willing or until such time as a new ACC and a new Board of Directors are elected at an annual meeting of Owners or by mail ballot, following the control of the development being turned over to the Association, hereinafter referred to as the "Control Transfer Date." Prior to the Control Transfer Date changes in persons serving as members of the ACC and Board of Directors shall be at the sole discretion and management of the Developer.

Only the initial Board of Directors and ACC members must be the same people, after the Control Transfer Date members of the ACC and of the Board may or may not be made up of the same person(s).

After the Control Transfer Date the Board of Directors shall come into service by election of Property Owners or by volunteer if no more than three persons seek the position and ACC members shall come into service by either election or appointment by the Board of Directors at the sole discretion of the Board of Directors.

(c) At such time as title to 90% of all the Tracts determined to be developed by Developer in Subdivision are conveyed by the Developer (from time to time hereafter referred to as the "Control Transfer Date") the Developer shall cause an instrument transferring control to the Association to be

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placed of record with Taylor County, Kentucky, which instrument shall include the Control Transfer Date. After the control Transfer Date each member of the Committee must be an Owner of property in the Woodland Heights Subdivision.

Section 4.03 Effect of Inaction by the ACC. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of the Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and plot plan and all the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by Inaction) shall constitute only an expression of opinion by the ACC that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan without deviation; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof. Additionally, it is understood that all construction is to adhere to the governing standards of industry as to residential construction and the approval by the ACC or Developer does not in any way constitute a statement of the plans being in compliance with those standards. It is understood that the plans are reviewed and approval granted only as to their being in compliance with the covenants, conditions and restrictions contained herein.

Section 4.05 Variance. Neither the Developer or the Committee may authorize variances from compliance with any of the provisions of either (i) this Declaration, or (ii) the minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee or (iii) variance from local zoning regulations, except for in the case of the keeping of horses if a variance is granted by the local governing zoning entity then it may also be granted by the Developer or ACC.

ARTICLE V
WOODLAND HEIGHTS
PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is an owner of record of any Tract which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption there from) and other assessments provided herein, including contract sellers, shall be a "Member" of the Woodland Heights Property Owners Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having

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only an interest in the mineral estate. Owners shall have one membership for each Tract. Memberships shall be appurtenant to and may not be separated from the ownership of the Tract. Regardless of the number of persons who may own a Tract (such as a husband and wife; or joint tenants, etc.) there shall be but one membership for each Tract. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the Bylaws.) Ownership of the Tracts shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. Any assessments are the personal obligation of the Owner, his heirs and assigns and not any other entity. Any lien imposed by the restrictive covenants only affects the Owner and not any other entity's interest in the property.

Section 5.02 Non-Profit Corporation. Woodland Heights Property Owner's Association, Inc., a non-profit corporation, simply referred to as the "POA", has been (or will be) organized for the purpose of receiving and managing funds relative to the paying for the common expenses of the subdivision and to act as a governing body to ensure compliance of all POA members with these CCR's. The rights of the POA to do so shall be appurtenant to and shall pass with the title to every assessed Tract, subject to the following provisions:

- (a) The right of the Association with respect to the Common Areas to limit the number of guests of Owners;
- (b) The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Areas that is not of a nature to be attractive to all members of the association.
- (c) The right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any common area during any period in which the Maintenance charge or any assessment against his Tract remains unpaid;
- (d) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any Common Area after notice and hearing by the Board of Directors for the infractions or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation.

ARTICLE VI
MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a tract by acceptance of a deed for that Tract, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association an annual "Maintenance Charge" and any other assessments levied by the Association for the maintenance of the Association's facilities or for the legal defense of the Association should such need ever arise.

Section 6.02 Basis of the Maintenance Charge.

- (a) The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund" which shall be used as herein provided. The Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract (or residential building site)

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to the Association. The Maintenance Charge for the year of purchase of the property shall be prorated by dividing the annual amount of the charge by 12 and multiplying that amount by the number of months left in the calendar year. It shall be paid at the time of closing on the property and shall then be paid annually for the current calendar year on or before the 15th day of February of each year. Provided, however, that

(i) Owners of adjoining tracts that have them consolidated by a change in deed into one "Composite Building Site," as per Section 3.02, shall pay 100% of any assessment for one (1) tract as it was prior to being consolidated and then 50% of any assessments for each tract as it was prior to consolidation for each additional tract thereafter. Such Owner shall have one (1) membership voting right for each tract as it was prior to being consolidated, and

(ii) Owners of tracts that are not adjoined shall pay the full Maintenance Charge for One tract and then 75% for each tract thereafter and shall have a voting right for each tract. At such time as the lot for which the 75% Maintenance Charge assessment is sold, the new Owner shall be assessed the full Maintenance Charge, and

(iii) Any lots that were consolidated by contract resulting in an actual change of the plat prior to the plat being filed with Taylor County, specifically, Lot 20 which was prior to being changed Lots 20, 21 & 22, consolidated as it appears now as Lot "20", any such consolidated lot shall enjoy 1 voting right for each of those lots as they existed prior to being consolidated and shall only pay the Maintenance Charge for one lot.

(For purposes of above, a Composite Building site pursuant to Section 3.02 shall be considered as such upon evidence of change of deed reflecting such consolidation of tracts.)

The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of 20% per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract. No Owner may waive or otherwise escape liability for the Maintenance Charge whether such owner actively uses the common areas maintained by the fund or not.

(c) The exact amount of the Maintenance Charge applicable to each Tract will be initially determined by the Developer with the promise that it shall be the minimal amount necessary to maintain the common areas taking into account the cost of materials and labor, whether the labor is provided personally by Developer or by contracted labor, and to create gradual growth of the fund to be able to address any unforeseen large scale future expenditures. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer until the Control Transfer Date and thereafter by the Board of Directors of the Association, subject to the provisions herein. At any time at the discretion of the Board of Directors or Developer that the fund is deemed "fully funded" the annual amount may be temporarily reduced or waived entirely.

(d) The Association, from and after the Control Transfer Date, shall have the further right at any

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time, with a 66% majority vote of all Association members who choose to respond to any such solicitation of a polling, to adjust or alter said Maintenance Charge from year to year as is deemed proper to meet the reasonable operation expenses and reserve requirements of the Association in order for the Association to carry out its duties.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and any other charges and assessments hereby levied, each Owner of a Tract in the Subdivision by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure as allowed by applicable Kentucky State law. Each owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with a non-judicial foreclosure pursuant to the provisions of Kentucky State law and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Taylor County, Kentucky.

In the event the Association has determined to non-judicially foreclose the lien provided herein, pursuant to the provisions of Kentucky State law, and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by applicable Kentucky State law as then amended. Upon request by Association, Trustee shall give any further notice of foreclosure sale as may be required by the Kentucky State law as amended, and shall convey such Tract to highest bidder for cash by the General Warranty Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, (or other prior written notice time period as provided by Kentucky law) exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with all applicable provisions of Kentucky State law relating to non-judicial sales by power of sale and in the event of the amendment of any such law hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Taylor County, Kentucky, amend the provisions hereof so as to comply with said amendments.

Section 6.04 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to a first lien or other liens of any bank, credit union, insurance company, savings and loan association, university, pension and profit sharing trustees or plans, or any other third party

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lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagor of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder acquiring title to a Tract from liability for any maintenance charge or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments.

The Association shall make a good faith effort to give each such mortgagor sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagor by prepaid U.S. Postal Service Registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based, provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Section 6.05 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the aesthetic appeal of Woodland Heights and for the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association.

Items paid for by the "Maintenance Charge" may include: Payment of wages to a groundskeeper, the mowing of grass and other maintenance of the equestrian trail and other common areas, replacing dead trees or other landscaping of any of the common areas, repairing damaged fencing, maintaining the entrance monument and entrance landscaping, paying for street lighting & road repairs (until such time the roads are deeded to the county), maintaining water features, bathroom facilities, picnic tables or other such facilities at the park or other common areas, for the acquisition and maintenance of Christmas lights or other holiday lighting, banners or flags, or any other maintenance need or community enhancement want as approved by the Association.

The Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including, the maintenance of any Common Areas, any Drainage Easements and establishment and maintenance of a reserve fund for maintenance of any Common Areas.

The Maintenance Fund may be expended by the Developer or the Association for any purposes which in the judgment of the Developer or the Association will tend to maintain the property values in the Subdivision, including but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement of worn or damaged items and maintenance of the Common Areas as may from time to time be authorized by the Association. Except for the Developer or the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Developer or the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised

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in good faith.

Section 6.06 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas and;
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the state of Kentucky; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.
- (d) That area denoted as "Sullivan Farm."

Section 6.07 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charges or assessments levied hereunder, shall be performed by the Developer until the Control Transfer Date at which time Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and upon transfer, the Association, shall maintain separate special accounts for these funds in a local bank and Owners shall be provided, annually, information on the Maintenance Fund.

ARTICLE VII
DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developers, their successors and assigns, shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof, unless specifically set forth otherwise, until the earlier to occur of

- (i) The Control Transfer Date or
- (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The right, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without the Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 7.02 Developers or Developers' Heirs Rights of Access and Use.

- (a) Developers, their successors, assigns and heirs shall continue to have rights of access to their property shown as "Sullivan Farm" on the Plat and use of the Common Areas after the Control Transfer Date or termination of rights by Developer's written notice to the Association as described in Section 7.01. Those rights of access to the Sullivan Farm property via Woodland Heights roadways and use of the Woodland Heights Common Areas by the Developers, their successors, assigns and heirs shall be the same as enjoyed by Association members and for an indefinite duration of time. These rights shall be enjoyed by the Developer, successors, assigns and heirs at no expense, including Maintenance Charge or special levies or assessments, to the Developers, successors, assigns or their heirs. Those continued rights of access and use pertain to the holding of title to the area shown on the current Plat as "Sullivan Farm" and any areas in the future that may be annexed into "Sullivan

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Farm." They are extended to the Developer in exchange for Developers' investment in bringing into existence the Woodland Heights Subdivision, deeding to the Association the Common Areas, and for ongoing unpaid labor performed by the Developer until the time of the Control Transfer Date.

(b) Developers, their successors, assigns and heirs although not dues paying members shall enjoy one voting membership for as long as Developers, their successors, assigns and heirs hold title to "Sullivan Farm."

Developers, their successors, assigns and heirs shall be members of the Association and entitled to key cards, combination lock codes, keys and/or knowledge of any other access device(s) used to limit entrance to Common Areas. They may attend Association meetings and voice opinion with respect to any Association issue being entertained.

(c) Developers, their successors, assigns and heirs shall be entitled to schedule Special Events at the Common Areas on a first come first serve basis just like any other Association member.

(d) Developer or his assigns shall have first option for any paid positions as each paid position comes into existence regarding the continued care and maintenance of the Common Areas; (i.e., lawn mowing, fence mending, arena maintenance, janitorial, landscaping, Special Events security, etc.) and the employment of any such person cannot be terminated except for just cause.

(e) Developer or his assigns shall maintain the Common Areas until such time as the responsibility is turned over to the Association. Developer is entitled to any hay harvested from the Common Areas for so long as Developer chooses to continue maintaining the Common Areas, in whole or part. The hay is not in lieu of wages.

Section 7.03 Right to Construct Additional Improvements in Common Areas. Developer has and reserves the right until the Control Transfer Date without the consent of any other Owner, but shall not be obligated, to construct additional improvements within the Common Areas at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of the Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provide in this Declaration.

Section 7.04 Developer's Rights to Use Common Areas in Promotion and Marketing of the Property. Developer has and reserves the right to reasonable use of the Common Areas and of services offered by the Association, in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Areas such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Subdivision; may use vehicles and equipment within the Common Areas for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners or Member of the Association, to use the Common Areas at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property.

Section 7.05 Developer's Rights to Grant and Create Easements. Developer has and reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across

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- (i) The Lots or other property owned by Developer,
- (ii) The Common Areas, and
- (iii) Existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association to grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision.

Section 7.06 Developer's Rights to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 7.07 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision, including, without limitation, the Annexable Area, may at any time, and from time to time, be annexed by the Developer and the same shall there upon become subject to the jurisdiction of, and enjoy the benefits of the Association, without the consent of the Owners or any other party. Such additional residential property is hereby impressed with and made subject to the Maintenance Charge imposed herein and the Association shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association.

ARTICLE VIII
DUTIES, POWERS AND RESPONSIBILITIES
OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer
The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration.

Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other

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than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of the Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property.

Except as otherwise specifically approved by resolution of the Board of Directors, no Property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payment to Developer or any affiliate of Developer including, but not limited to, for any purchase price, rent charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable burdens of ownership of property.

Section 8.03 Duty to Manage and Care for the Common Areas. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: Maintenance of a security system, if any, for Subdivision; Maintenance, repair and upkeep of the subdivision entrance monument and landscaping; Maintenance of the park and park facilities; Maintenance of the Equestrian Trail; Maintenance of all landscape lighting; Maintenance of street lighting until turned over to Taylor County or the City of Campbellsville; Maintenance of landscaping in all other common areas; Maintenance of roadways until deeded to Taylor County or the City of Campbellsville; Maintenance of any and all other property that is "common" to association members.

Section 8.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in the Declaration.

Section 8.07 Duty to Provide Review. The Association shall provide for an independent examination of the Association's financial records and accounts to check their accuracy at any time and at the request of any member willing to pay the cost for such independent review. The review may be done by a single qualified outside person or by any two qualified Owners who are not currently serving on the Board of Directors.

In any case the Developer and then the Association after the Control Transfer shall one time each year provide to all members a statement accounting for the management of the Maintenance Fund.

Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the ACC as provided in Article IV of this Declaration.

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Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners, including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements in common areas if deemed in the best interest of Members.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions, Rules and Regulations. The Developer until the transfer of control to the Association, and then the Association, shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Developer or Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing such Developer and/or the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one (1) or more of the following means:

- (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without either written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use of enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Developer or the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations;
- (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations;
- (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of the Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues;
- (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues;
- (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of the Declaration or such Rules and Regulations by such Member or a Related User which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach;
- (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and
- (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, including man hours at the rate of 2 ½ time the current national minimum wage, to such violating Members, plus attorney's fee incurred by the Association with respect to exercising such remedy.

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Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner by either Certified or Registered mail, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, and other such easements in, on, over or under the Common Areas.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of ten (10) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of (10) years each, unless an instrument, signed by not less than two third (2/3rds) of the Owners of the Tracts has been recorded agreeing to amend or change, in whole or part, this Declaration.

Section 9.02 Amendments. This Declaration is intended to be a living document capable of addressing future needs, wants or concerns of the majority of the Members. As such it may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of two-thirds (2/3rds) of the Owners. Procedure: Any Owner may propose an amendment or change to this Declaration by submitting the proposal in the form of a type-written letter signed by the submitting Owner and delivered by regular mail service to the Developer or if after the Control Transfer Date to the Board of Directors. Along with the printed letter an electronic (digital) facsimile of the letter shall be delivered to the Developer or Board of Directors via email or removal computer medium such as a floppy disk or CD to facilitate duplication and forwarding the contents of the letter to the rest of the Members. Following the receipt of the proposed change a 90 day informal discussion will be held via regular mail service, in person, email, telephone or by any other means of communication.

Upon receipt of the proposed change the Developer or Board shall make an attempt to notify all Members of the proposed change so that all may participate in the informal discussion. It is the responsibility of all Owners to maintain a current address on file with the Developer or Association. Email correspondence is permissible for notifications to Members and encouraged to be used to save the cost of postage but may not be used for the casting of ballots because ballots require original signatures of Owners. (Members willing to correspond with the Association by email shall advise their willingness to do so and maintain their current email address on file with the Association.)

The notification of Members of any proposed change shall include a copy of the proposal just as it was submitted by the Owner making the proposal. 90 days (plus how ever many more days necessary so that the meeting falls on the next Saturday after 90 days) after the notification or attempted notification of all Members of the proposed change, a meeting shall be held at one of the common

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areas, weather permitting, or a member's residence or at a location in the city of Campbellsville, Kentucky for the purpose of holding a final discussion regarding the proposed change. Notice of the meeting date and time shall be given by either regular mail service or email 75 days prior to the holding of the meeting. Notice of the meeting place shall be given at least one week before the meeting date. Following such meeting and final discussion of the proposed change ballots shall be cast by regular mail or hand delivery in a sealed envelope during the two weeks following the meeting with a deadline for the receipt of such ballots being 5:00 p.m. the second Saturday after the meeting was held. Two members of the Association shall open the envelopes in the presence of the Owner who made the proposal, or the Owner's designee, and the ballots shall be counted. The time and place for the opening of the envelopes shall be arranged by those involved in doing the count and the Owner who made the proposal or his/her designee. If 2/3rds of the current property owners respond with a vote in favor of the amendment or change it shall "pass." The cost of any postage paid by the Association for any notifications required to be made to Members for any such proposed change and for the casting of ballots shall be born by the proposing Member if the proposal does not pass but shall be paid by the Association if it does pass.

Any such amendment or change shall become effective when an instrument is filed for record in the Real Property Records of Taylor County, Kentucky, accompanied by a certificate signed by a majority of the Board stating that required number of Members (Owners, including the Developer) passed the amendment or change. Copies of the written ballots pertaining to such action shall be retained by the Association for a period of not less than 3 years after the date of filing with the County.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right to, at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any owner or other party, amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of the development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee.

Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted.

Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely effect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of the Declarations shall be deemed independent and severable and the invalidity or un-enforceability or partial invalidity or partial un-

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enforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of the Declaration.

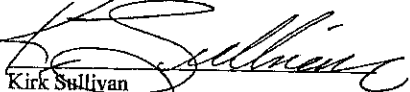
Section 9.06 Successor and Assigns. The provisions hereof shall be binding upon and exist to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors, and assigns.

Section 9.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portions thereof shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

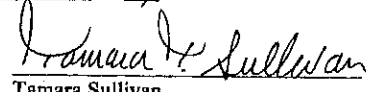
Section 9.08 Terminology. All personal pronouns used in the Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neutral gender, shall include all other genders; the singular shall include the plural and vice versa. Title of "Articles" and "Sections" are for convenience only and neither limit nor amplify the provisions of the Declaration. The terms "herein," "hereof," and similar terms, as used in this document, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in the Declaration to Exhibits shall refer to the Exhibits attached hereto.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set his and / or

her hand this 13th day of the month of DECEMBER 2007


Kirk Sullivan
Sullivan Development, LLC

and/or


Tamara H. Sullivan
Sullivan Development, LLC

ACKNOWLEDGMENTS and ACCEPTANCE
OF BUYERS OF THE TERMS OF THIS DECLARATION:

By initialing & signing below I (we) acknowledge receipt of the Woodland Heights, Campbellsville, Taylor County, Kentucky Covenants, Conditions & Restrictions.

By signing I (we) acknowledge responsibility for having read and otherwise educated myself (ourselves) as to these CCR's _____, accept these CCR's _____, promise to abide by them _____, & acknowledge the consequences for not abiding by them up to and including the foreclosure of lien.

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Buyer signature

Date

Buyer signature

Date

Buyer printed name

Buyer printed name

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WOODLAND HEIGHTS SUBDIVISION

The CCR's (Conditions, Coventants & Restrictions) for the following subdivision were prepared and filed by the undersigned.

Subdivision Name: Woodland Heights
Location: Old Pitman Road, Campbellsville,
Taylor County, Kentucky

Prepared & filed by: Kirk L. Sullivan dba Sullivan Development, LLC

Signature: *K. Sullivan* Date: 12/17/2007

STATE OF KENTUCKY
COUNTY OF TAYLOR

I, Mark Carney, Clerk of Taylor County Court, do certify that the foregoing instrument was on the 17th day of December 2007 at 3:14 P.M. lodged for record in my office, whereupon the same with this and the foregoing certificate have been duly recorded in my office.
Given under my hand this 18th day of December 2007.

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MARK CARNEY, Clerk
By: *Connie Barnes* D.C.