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BYLAWS
of
KIRKWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Kirkwood Homeowners Association, Inc. The principal office of the corporation shall be located at 516 Kirkwood Drive, London, Kentucky 40744-6457, but meetings of members may be held at such places as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 "Association" shall mean and refer to the Kirkwood Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky.

2.2 "Declaration" shall mean the Restrictive Covenants of Kirkwood Subdivision London, Kentucky as amended from time to time, which contain the covenants, liens, and restrictions established for the benefit of the Association, its Members, and the Kirkwood Subdivision referred to therein.

2.3 "Lot" shall mean and refer to each single family residential lot or similar property, the owner of which is a member of the Association pursuant to the Declaration.

2.4 "Member" shall mean and refer to those persons entitled to membership in the Association as provided for in the Declaration.

2.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Words and phrases having specially defined meanings in the Declaration shall have the same meaning in these Bylaws, unless the context clearly indicates that such meaning would not be appropriate.

ARTICLE III
MEETINGS OF MEMBERS

3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association. Each subsequent regular annual meeting of the Members shall be held during the month of January of each year thereafter, on a date to be selected by the Board of Directors at least thirty (30) days in advance of said meeting. If the date

selected by the Board of Directors falls on a weekend or a holiday, the meeting shall be held on the first business day thereafter. Each meeting shall be held at the time and address specified in the Notice of the Meeting.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) (25%) of all the votes.

3.3 Notice of Meetings. Notice of meetings shall be given to the Members by, or at the direction of, the Secretary. Notice may be given to the Member by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at the address appearing on the books of the Corporation, or at by hand delivery to each residential dwelling created on any Lot which has a mail box or similar receptacle to receive or hold the notice. (Each Member shall register his address and any change in address with the Secretary.) Notice of any meeting shall set forth the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

3.4 Quorum; Proxies. At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than fifty percent (50%) of the total votes outstanding, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy given more than eleven (11) months before the date of the meeting shall be void.

3.5 Voting. Each member in good standing is entitled to vote. Each member shall be assigned the number of votes corresponding to the number of Lots owned by such member. When there is more than one owner of a particular Lot, such owners shall designate in a written notice to the Board signed by all owners appointing one individual to cast all votes allocated to the Lot in question. If no such written notice is provided to the Board prior to the vote, the owners of such Lot shall not be entitled to cast a vote on such occasion. No splitting of votes allocated to ownership of an individual Lot shall be permitted or recognized.

ARTICLE IV
BOARD OF DIRECTORS

4.1 Number. The affairs of the Association shall be managed by a Board of at least three (3) directors or such greater number, but not to exceed seven (7), as may be designated from time to time by amendment to these Bylaws.

4.2 Term. At the first annual meeting, and each annual meeting thereafter, the Members shall elect the directors for a term of one (1) year. A director may succeed himself provided he has not been removed by a vote of the Members. The number and term of office of the directors may, from time to time, be increased or decreased (but not less three nor more than seven) at any properly called meeting of the Members upon an affirmative vote of a majority of the Members present, whether in person or by proxy.

4.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death or incapacity, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation. No director shall receive compensation for any service rendered to the Association in such person's capacity as a director. However, any director may be reimbursed for reasonable out-of-pocket expenses customarily incurred in the performance of the director's duties.

4.5 Action without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so taken shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

5.1 Nominations. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of two members of the Board of Directors, one of which shall act as chairman of said Committee, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of directors to be elected. All such nominees shall be either a Member of the Association or in the case of a Lot owned by a corporation or company, a shareholder of the corporation or member of the company.

5.2 Election. All elections of the Board of Directors shall be made by secret written ballot at each annual meeting or at any special meeting called for the purpose of electing directors. At such election the Members or their proxies may cast, in respect to each director to be elected, as many votes as they are entitled to exercise pursuant to Article III, Section 3.5 herein. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited. The ballots shall be retained for ninety (90) days after the meeting and then destroyed.

ARTICLE VI MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, or at such other time as the Board deems necessary, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

7.1 Powers. The Board of Directors shall have the following powers:

- (a) To establish, levy, assess, collect, or foreclose a lien against the Lot of any member who fails to timely pay any periodic or special assessments against such property;
- (b) Perform all duties otherwise reserved to the Developer/Owner in the Restrictions and enforce all provisions of the Restrictions;
- (c) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (d) Set policies and procedures whereby members may challenge an assessment or a suspension of rights or other penalty imposed by the Board;
- (e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board without just cause;
- (f) To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient (nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever); and
- (g) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those expressly reserved to the Members.

7.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when requested in writing by one-fourth (1/4) of the full membership;

- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To set an annual assessment period and to provide, upon request, a written statement containing the dates marking the beginning and end of such period and the date by which the assessment must be paid;
- (d) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (e) To send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the date by which the assessment must be paid;
- (f) To issue or to cause an appropriate officer to issue, upon demand by any person a certificate stating whether any assessment has been paid, which shall be prima facie evidence that any charge stated therein has or has not been paid;
- (g) To procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (h) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (i) To cause any common area in the Subdivision to be maintained.

ARTICLE VIII OFFICERS

8.1 Enumeration of Offices. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President shall be a member of the Board of Directors.

8.2 Election of Officers. All officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Term. The officers of the Association shall be elected annually by a majority vote of the Board of Directors and each shall hold office for one (1) year, or until its successor shall have been duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time establish.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. He may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

(b) Secretary. The Secretary shall act as Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall keep the records of the Association. He shall record the names and addresses of all Members of the Association, shall see that all notices are duly given as required by the Bylaws or applicable law, and shall be the custodian of the corporate seal, if any.

(c) Treasurer. The Treasurer shall receive and deposit in bank accounts approved by the Board all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

8.9 Books and Accounting. The Treasurer shall keep proper books of account and cause to be prepared an annual summary report of the Association's financial activities sufficient to allow preparation of tax filings. He shall also prepare an annual budget subject to the approval of the Board of Directors and an annual balance sheet statement; and the budget, financial report and balance sheet statement shall be presented to the membership at its annual meeting.

**ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

9.1 The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action suit, or proceeding to which he may be made a party by reason of such person being or having been a director or officer of the Association, excepting in matters as to which he shall be finally adjudged to be liable for gross negligence or willful misconduct. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person's duties as a director or officer in connection with the matter involved. All liability, loss, damage, costs and expense incurred or suffered by the Association shall be treated and handled by the Association as common expenses; provided, however, that the Association shall not be required hereby to indemnify any director or officer of the Association with respect to obligations arising from such director or officer's ownership of a Lot.

**ARTICLE X
COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors may appoint such other committees as it deems desirable. The committees shall be comprised of at least two members of the Board of Directors and two members of the Association. Committees shall be appointed by the Board of Directors at its annual meeting to serve until the next annual meeting of the Board and until its successor shall have been duly elected and qualified.

**ARTICLE XI
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII
ASSESSMENTS**

As initially provided in the Declaration, and as the Board may establish thereafter, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If such assessment is not paid within five (5) days after such due date, the Treasurer may send, by United States certified mail, a statement to the record owner of

such property a notice of delinquency and the amount due. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the delinquent owner shall pay the Association a delinquency fee of \$200 (or such greater delinquency fee as the Board may hereafter establish) together with all attorney's fees and court costs incurred by the Association as a result of the delinquency. The Association is authorized to record a Statement of Lien therefor in the office of the Laurel County Clerk and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property and collect all other amounts due as set forth above. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of such Member's Lot.

ARTICLE XIII AMENDMENTS

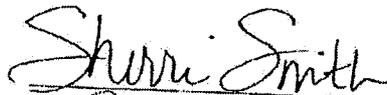
13.1 These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy acting by a two-thirds (2/3's) majority.

13.2 In the case of conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV FISCAL YEAR OF THE ASSOCIATION

14.1 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

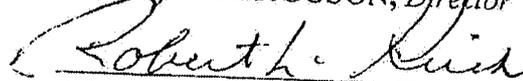
IN WITNESS WHEREOF, we, being all of the Directors of Kirkwood Homeowners Association, Inc., have hereunto set our hands this 28 day of AUGUST, 2007.



SHERRI SMITH, Director



PENNY C. FERGUSON, Director



ROBERT L. KIRCH, Director

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RESTRICTIVE COVENANTS
KIRKWOOD SUBDIVISION
LONDON, KENTUCKY

WHEREAS, SDD, LCC (hereinafter called "Developer") is the owner and developer of Kirkwood Subdivision in Laurel County, Kentucky, as same appears on the plat of record in Plat Cabinet 2A, Slide 82, in the Laurel County Clerk's office; and

WHEREAS, Developer desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value, and to render it more attractive in appearance; and

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

NOW, THEREFORE, Developer does hereby make and establish upon the present and future Owners thereof, their heirs, personal representatives, successors, and assigns, the following covenants, conditions, and restrictions as to the use and occupancy of the Lots contained in Kirkwood subdivision, to-wit:

A. PLAN APPROVAL

1. No construction or excavation, improvements, additions, alterations, or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person or entity to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications (one set to remain in the possession of the Developer, the other to be signed and returned to the property Owner), showing at least the following: (1) all buildings and access drives (2) front elevations or rendering and floor plans (3) patios, decks, pools, and porches (4) such other information, data and drawings as may be reasonably requested by Developer. Location of dwelling must be approved by Developer prior to any excavation.

2. Approval shall be based, among other things, upon conformity of the proposed plans and specifications with the site and natural features thereon, other structures in Kirkwood subdivision, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions. Earth tone colors are encouraged.

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

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

5. The Developer its successors or assigns reserve such easements as may be required for the development or repair of the property relative to drainage, retention and utilities, which include but shall not be limited to, gas, water, sewer, and electricity, with full right to ingress and egress as same appears on the recorded plat in the Laurel County Clerk's Office.

B. BUILDING AND SITE REGULATIONS

1. All Lots shall be used for single family residential purposes only, not to exceed two stories in height, exclusive of any basement.

2. Any dwelling erected, placed, altered, or permitted to remain on any Lot in Kirkwood subdivision shall be of predominantly masonry construction; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Finish building materials shall be applied to all sides of the exteriors of buildings and shall extend to the ground. No exposed concrete block will be permitted. Colors shall be compatible with colors of adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than thirty feet (30') to any side street line, however, the Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion.

4. Floor area. The minimum floor area of the main structure, exclusive of porches, garages, carports, and basements, shall be as follows:

- a. One story dwellings shall have a minimum floor space of 1600 square feet;
- b. One and one-half story dwellings shall have a minimum ground floor area of 1000 square feet and a minimum second floor area of 850 square feet;
- c. Two story dwellings shall have a minimum ground floor area of 1000 square feet and a minimum second floor area of 1000 square feet.

5. Garages. Each dwelling constructed shall include a two-car attached garage with overhead door, or the garage may be contained in the basement of the dwelling.

6. Driveways. All driveways shall be finished with a paved surface of concrete, asphalt, or permanently set brick. The "apron" area between the street curb and front sidewalk shall be of

concrete material 18 feet wide, tapered to meet the sidewalk at 16 feet wide, and be 6 inches thick. Driveways must be completed within sixty days of occupancy.

7. No drainage ditches, cuts, swales, streams, impoundments, mounds, dams, or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered, or modified by the Owner, or at the direction of or with the consent of any Owner, without the prior written consent of the Developer. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof.

8. All property Owners shall be responsible for installing septic tank and drainage fields which will comply with Laurel County and Kentucky Health Department regulations. All property owners shall exceed the requirements of the Laurel County Health Department for drainage fields by ten percent. However, the Developer does hereby reserve the right, but not the obligation, to waive the ten percent additional requirement at its sole discretion. At no time shall the requirement be less than the Laurel County and Kentucky Health Department regulations.

9. Lot Owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground, including, but not limited to electric, telephone, and cable TV.

10. Every property Owner shall cause to be planted and maintained a grass cover or approved landscaping for the entire portion of said Lot. Such ground cover shall not exceed ten (10) inches in height at any time. In the event the Owner of any Lot fails to keep and maintain the Lot in a good condition, free of trash or weeds and grass over 10" in height, the Developer shall have the right to clean, mow, and maintain the said Lot and collect its cost of labor and materials, plus 25%, from the Owner of said Lot.

11. Trees. Each property Owner shall be responsible for planting two (2) two-inch (2") pin oak trees in the utility strip between the curb and sidewalk. Location of trees shall be approved by Developer. It is noted that the objective of the Developer is to have trees spaced approximately fifty (50) feet apart, irrespective of property lines. Corner Lots shall have four (4) trees each. At the discretion of the Developer, cul-de-sac Lots may require only one tree.

Existing Trees. No trees four (4) inches in diameter or larger, except those in the designated building site, shall be removed or cut without the approval of the Developer or his duly designated representative. The Developer is not responsible for the life or soundness of any trees.

12. The construction of a dwelling, including landscaping and driveway, for each Lot shall start within one year from the date of closing, and shall be completed within one year thereafter unless otherwise approved in writing from the Developer.

13. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent Lots.

14. Anyone cutting into or tunneling under or damaging in any manner the street, sidewalk or road serving said Lots must repair and restore the street, sidewalk, or road to its original conditions, all at such person's own risk and expense. This shall not be construed as any permission or consent by the Developer and shall not create any liability on the Developer of the Kirkwood subdivision, express or implied.

15. No additional subdivision of a Lot shall be made to reduce the size of the Lot.

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

17. Outbuildings. No detached building shall be erected or placed on any Lot without prior written consent of the Developer.

18. Temporary Structures. No structure of a temporary character shall be permitted on any Lot, except temporary tool sheds or field offices used by the Developer or a builder, which structures shall be removed as soon as practicable after construction or development is completed.

19. Other Use of Temporary Structures. No structure of a temporary character, such as a mobile home, trailer, basement, garage, or any uncompleted structure shall be used on any Lot at any time as a residence.

C. MAINTENANCE REQUIREMENTS

1. No building or other improvement shall be permitted to become unsightly or fall into disrepair.

2. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any Lot, and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the Lot unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Lots or of the occupants thereof. No burning of trash, garbage, or debris shall be allowed.

3. No exterior lights, the principal beam of which shines upon portions of the Lots other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the property by the occupants thereof, and no speakers, horns, whistles,

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bells, or other sound devices shall be located, used, or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

4. Each property Owner shall be responsible for maintaining and repairing, if necessary, the sidewalks on his Lot, to the following standards: Concrete sidewalks shall be constructed on a thoroughly compacted subgrade and shall be four (4) inches in thickness and a minimum width of four (4) feet. Expansion joints shall be placed at twenty foot intervals. Control joints shall be placed at four foot intervals. Concrete shall meet the specifications for Class "A" concrete with a minimum 28 day compressive strength of 3500 P.S.I. Sidewalks shall be placed adjacent to the street right-of-way line. Slope toward the curb shall be one-quarter (1/4) inch to the foot.

D. GENERAL RESTRICTIONS

1. No livestock shall be permitted on any Lot in the subdivision. No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, and other household pets which are kept for domestic purposes only and not kept, bred, or maintained for any commercial purpose. No more than two dogs or two cats can be kept on any Lot except if less than three months of age. No kennels may be erected on any Lot except as approved by the Developer and placed so as not to be viewed from the adjoining property Owners or from the street. All pets must be kept under control so as not to create damage or be a nuisance to other property Owners. Barking or howling dogs will not be allowed to remain in the subdivision if they become a nuisance to Owners.

2. No recreational vehicle, trailer, or boat shall be parked in any front yard or on any street in the subdivision. No inoperable vehicle shall be parked on any street in the subdivision for a period in excess of 24 hours. No commercial vehicle or truck over 3/4 ton shall be regularly parked on any Lot or street in the development, or other than for delivery or construction purposes. No person shall engage in major car repairs except within their garage and for their personal benefit.

4. Any fences erected on property shall be approved by Developer, and no fence, wall, or hedge of any nature may extend toward the front or side of the property line beyond the building set-back line as shown on the recorded plat in the Laurel County Clerk's Office, nor extend toward the front of the house past the rear corner. Any fence must conform with the character of the subdivision. In any respect, no chain link or wire fence shall be erected or maintained on any Lot.

5. In order to create a look of uniformity throughout the development, all U.S. mailboxes and newspaper boxes will be identical. Developer will furnish plans or may build for Owner at Owner's expense.

6. No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation (with the exception of digital satellite systems, DSS, or those of same

or similar size and appearance) shall be erected, used or maintained on the property without the prior approval of the Developer.

7. No signs shall be erected or maintained on the property with the exception of those of the Developer (until all Lots are sold) or as required for directions or operation. Should an Owner put his property up for sale, one real estate sign may be permitted on the front of the property, however, no realty signs are permitted at the entrance to the subdivision. Such realty signs may not exceed 2 feet by 2 feet in overall dimensions. All signs shall be professionally prepared.

8. Above ground swimming pools will be considered for approval only when an in-ground pool is unsuited for a lot, when it is sufficiently decked and fenced, and only with the Developer's approval. Such pool will be considered for approval only if it is screened from view from the streets or any other Lot. All materials used for screening shall first be approved by the developer.

9. There will be no hunting, and no discharging of firearms, BB guns, bows, crossbows or other projectile weapons within or upon any Lot or common area, except by maintenance and security personnel in performance of their duties.

10. No clotheslines shall be erected or placed on any Lot.

11. Hobbies or activities that tend to detract from the aesthetic character of the Lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out and conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automobile and boat repair and sport activities involving equipment placed on the Lots.

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, quiet, comfort, or serenity of the occupants of nearby Lots.

12. No Lot shall be used as a right-of-way or subdivided for use as a street to access adjoining properties. Lots A-1, A-2, A-3, A-4, A-5 and A-6 shall not be used to access State Road 521. Lots A-3, A-4, B-2 and C-5 shall not be used to access Kirkwood Drive without Developer's written approval.

13. Membership in the Kirkwood Homeowner's Association is mandatory. Each Lot Owner shall purchase said Lot subject to and be bound by all of the terms, conditions, and covenants set out in the Association documents, including any assessments levied by the Association.

14. Amendments. Unless cancelled, altered, or amended under the provisions of this paragraph, these restrictions, covenants and conditions shall run with the land and shall be binding upon all property Owners and all persons claiming thereunder. These Restrictive Covenants may be cancelled, altered, or amended at any time by an instrument in writing signed by not less than the Owners of two-thirds (2/3) of the Lots subject to these restrictions, covenants, and conditions.

15. Any Lot Owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Randal Durham

SDP, LLC

This instrument prepared
by: Randal Durham
104 Skyline Dr
London Ky 40741

State of Kentucky, County of Laurel, Sub. I,
DEAN JOHNSON, Clerk of the Laurel County Court,
do certify that the foregoing restrictive covenants
the 24th day of April 1996, at 11:02 a.m.,
lodged in my office for record, and that it has been
duly recorded in my office, together with the
and the said fee thereon enclosed.
Given under my hand and this 24th day of April
19 96 : Misc. Book 23 Page 531
Clerk Dean Johnson
Stuebel & Leiby D.C.