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**SECOND AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO THE WOODS SUBDIVISION**

This Declaration, made this 19th day of December, 2001, by the Owners of property located in the Woods Subdivision located in Madison County, Kentucky as shown in the plat of the subdivision, of record in the Madison County Clerk's Office in Plat Cabinet 16, Pages 13, 14, and 15 and as amended in Plat Cabinet 17, Pages 37.

WITNESSETH

WHEREAS, VanMar, Inc. (hereinafter referred to as "the developer") has recently transferred its interest in all undeveloped lots; and

WHEREAS, the developer no longer has an interest in the property and is not expected to taking an active part in the development and maintenance of the subdivision; and

WHEREAS, the following persons and entities own property in the Woods Subdivision and shall collectively be referred to as "the Owners":

a. PBK Bank, Inc., a Kentucky corporation, of 120 Frontier Boulevard, Stanford, Lincoln County, Kentucky, owns Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 40, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 69, 76, 79, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 94, 97, 98, 102, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117.

b. Michael H. Wolf and Roxanne Wolf, spouse and spouse, 220 Crimson Drive, Richmond, KY 40475, own Lots 31, 71, and 72.

c. Don G. Willis and Ellen R. Willis, spouse and spouse, 124 Mahogany Drive, Richmond, KY 40475, own Lot 37 and 44.

d. Jack Marcum Builder, Inc., a Kentucky corporation, 330 Reynolds Drive, Richmond, KY 40475, owns Lots 41, 70, 103 and 118. Jack Marcum Builder, Inc. has entered

into a land contract with Harold Whitworth, 608 Apricot Drive, Richmond, Kentucky 40475, for Lot 103.

e. Daniel P. Scarborough and Amy L. Scarborough, spouse and spouse, 114 Mahogany Drive, Richmond, KY 40475, own Lot 39.

f. Randy D. Nunley and Wanda Nunley, spouse and spouse, 502 Paso Fino Drive, Richmond, KY 40475, own Lot 42.

g. Delbert T. Harrison, Jr. and Lauren P. Harrison, spouse and spouse, 122 Mahogany Drive, Richmond, KY 40475, own Lot 43.

h. John J. Walsh and Barbara A. Walsh, spouse and spouse, 107 Bittersweet Drive, Richmond, KY 40475, own Lot 45.

i. James P. Fine and Rebecca A. Fine, spouse and spouse, 128 Mahogany Drive, Richmond, KY 40475, own Lot 46.

j. Art Lowe and Lisa Lowe, spouse and spouse, 130 Mahogany Drive, Richmond, KY 40475, own Lot 47.

k. John Justice and Lisa Justice, spouse and spouse, 129 Mahogany Drive, Richmond, KY 40475, own Lot 48.

l. Michael F. Eubanks and Kim R. Eubanks, spouse and spouse, 112 Bob-O-Link Drive, Richmond, KY 40475, own Lot 49.

m. Daniel Mark Parsley and Jennifer S. Parsley, spouse and spouse, 1316 Travis Drive, Richmond, KY 40475, own Lots 50 and 51.

n. Michael A. Kaminski and Deborah K. Kaminski, spouse and spouse, 121 Mahogany Drive, Richmond, KY 40475, own Lot 52.

o. Robert E. Howell and Lisa Howell, spouse and spouse, 119 Mahogany Drive, Richmond, KY 40475, own Lot 53.

p. Mary A. Manis and Calvin L. Manis, spouse and spouse, 206 Stonewall Court, Richmond, KY 40475, owns Lot 54.

q. Maryann Tinker, single, 206 Crimson Drive, Richmond, KY 40475, owns Lot 65.

r. H. Daniel Biliter & Margaret M. Biliter, spouse and spouse, 208 Crimson Drive, Richmond, KY 40475, own Lots 66 and 67.

s. Roger Keck and Marsha Keck, spouse and spouse, 325 Timothy Way, Richmond, KY 40475, own Lot 68.

t. Larry Howell and Genette Howell, spouse and spouse, 2120 Mangrove Road, Lexington, KY 40513, own Lot 73.

u. Paul Marshall and Kathy Marshall, spouse and spouse, 3017 Woodfield Circle, Richmond, KY 40475, own Lot 74.

v. Christopher R. Webb and Stephanie S. Webb, spouse and spouse, 404 College Hill Road, Waco, KY 40385, own Lot 75.

w. Mike Walter and Carla Walter, spouse and spouse, 221 Crimson Drive, Richmond, KY 40475, own Lot 77.

x. Benjamin S. Miller, single, 2565 Pennington Place, Vienna VA 22181, owns Lot 78.

y. John E. Friend and Kimberly A. Friend, spouse and spouse, 103 Deer Creek Drive, Richmond, KY 40476, own Lot 86.

z. Al Durso and Sherry Durso, spouse and spouse, 310 Apricot Court, Richmond, KY 40475, owns Lot 93.

aa. Michael G. Pelonero and Kimberly A. Pelonero, spouse and spouse, 308 Apricot Court, Richmond, KY 40475, own Lot 95.

bb. Charles Gregory Robinson, single, 307 Apricot Court, Richmond, KY 40475, owns Lot 96.

cc. Joe S. Castillo and Cindy A. Castillo, spouse and spouse, 301 Apricot Court, Richmond, KY 40475, own Lot 99.

dd. Donald E. Hale, Jr. and Rhonda C. Hale, spouse and spouse, 600 Apricot Drive, Richmond, KY 40475, own Lot 100.

ee. Johnnie B. Burgin and Raymonda J. Burgin, spouse and spouse, 602 Apricot Drive, Richmond, KY 40475, own Lots 101 and 119.

ff. James Franklin Noe and Sharon Noe, spouse and spouse, 1079 Willis Branch Road, Richmond, KY 40475, own Lot 104.

WHEREAS, the Owners in the subdivision have chosen to Amend the Amended Covenants, Conditions and Restrictions that were filed in the Madison County Clerk's Office in Miscellaneous Book 143 at page 647 which in turn amended the Covenants, Conditions and Restrictions filed in the Madison County Clerk's Office in Miscellaneous Book 126 at page 394; and

WHEREAS, the Owners desire that The Woods Homeowner's Association (hereinafter referred to as "the Association") or its agents assume responsibilities of approvals of building plans and landscaping and other responsibilities of the developer.

WHEREAS, these Second Amended Covenants, Conditions and Restrictions supercede in their entirety the original Covenants, Conditions, and Restrictions and the Amended Covenants, Conditions and Restrictions.

NOW THEREFORE, all of the Owners being in agreement, all Lots in the Woods Subdivision shall be subject to the following Covenants, Conditions, and Restrictions which shall supercede in their entirety the original Covenants, Conditions and Restrictions filed in Madison County Clerk's Office in Miscellaneous Book 126 at page 394 and the Amended Covenants Conditions and Restrictions filed in the Madison County Clerk's Office in Miscellaneous Book 143 at page 647.

ARTICLE 1

Section 1.1 SINGLE FAMILY RESIDENTIAL. The property shall be improved and used only for single-family residential housing. No trade or business of any kind shall be conducted on any lot.

Section 1.2 BUILDING LINES. The building lines for all lots shall be measured from the private or public right-of-ways fronting each lot as shown on the recorded plats known as The Woods Subdivision found in Plat Cabinet 16, Slides 13, 14, 15 and 45 and Plat Cabinet 17, Slide 37, all found in the Madison County Clerk's office. No building or construction shall occur within thirty-five feet (35') of the front or rear property line of any lot; and no building or construction shall occur within ten feet (10') of any side property line of any lot.

Section 1.3 USE VIOLATIONS. Any use not specified in Section 1.1, or which constitutes a nuisance or which is noxious or offensive for the reason of the emission or creation of unreasonable fumes or noise, or which may be or becomes an annoyance or nuisance because of unsightliness is hereby prohibited and is subject to the penalties described herein and in the local zoning ordinances or other pertinent local codes and ordinances of Madison County, Kentucky.

ARTICLE 2 APPROVAL OF IMPROVEMENTS

Section 2.1 DEFINITION OF IMPROVEMENTS. Improvements shall include, but are not limited to: the building or erection of structures and additions to structures, driveways, fences, walls, hedges, landscaping, mass planting, poles, lighting, trees, and other accessory structures of any types.

Section 2.2 APPROVAL OF CONSTRUCTION PLANS. The Architectural Committee (to be elected by the Association, see Article 17) shall approve all house plans prior to commencement of construction. No construction activity of any kind including excavation or lot clearing, shall begin until the Architectural Committee has approved construction plans in writing. Additionally, no building, fence, wall, structure or other improvements shall be erected, placed or layered on any lot until the construction plans, specifications and a plan showing the grade elevations and location of the structure, fence, wall or improvement, the type of exterior material and the driveway shall have been approved in writing by the Architectural Committee; and one complete set of the plans and specifications shall be delivered to and may be retained by the Architectural Committee. The detailed plans and specifications shall include all details of construction and materials. The color of the brick and/or paint to be used on the exterior and the style of roof shingles shall be submitted to the Architectural Committee for approval prior to the commencement of said work on this part of the house after the original plans are approved. All required approval or rejection shall be made by the Architectural Committee or its representative in writing within seven (7) days after receipt of the plans and other information required or same shall be considered approved.

Section 2.3 APPROVAL OF LANDSCAPE PLANS. In addition to the construction plans referred to in Section 2.2, a landscape plan shall be submitted to the Architectural Committee for approval in writing, which plan shall show the trees, shrubs, rocks, yard ornaments and other plantings then existing or to be placed or planted on the lot. Each landscape plan for a lot submitted to the Architectural Committee shall show that the lot has or will have a minimum of two (2) trees (at least 2 inches in diameter) in the front yard of the lot and a minimum of eight (8) shrubs on the front side of the house. The landscaping plan submitted to the Architectural Committee for approval shall include the following requirements:

- a. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise extended in writing by the Architectural Committee for cause.
- b. All front and side yards must be completely seeded and strawed or sodded upon completion of construction.
- c. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

Section 2.4 MINIMUM REQUIREMENTS. Plans submitted for approval by the Architectural Committee shall include a plot plan and driveway location(s). The construction

plans shall include front, side and rear views when available or as requested by the Architectural Committee.

a. The following are required minimum square footages for the primary permanent residential structures of lots as so designated on the recorded plats of The Woods Subdivision:

All lots # 32 through 86: 1 story - 2,100 square feet
 1½ or 2 story - 2,400 square feet

All remaining lots: 1 story - 1,700 square feet
 1½ or 2 story - 2,100 square feet

b. In computing total square footage, finished basements, garages, and open porches shall not be included.

c. Split entrances or foyers are prohibited and other multi-levels are not encouraged but may be approved in writing by the Architectural Committee based on unique design and suitable lot elevations and sloping lots.

Section 2.5 Right of Refusal. The Architectural Committee shall have the right to refuse to approve any building plans or specifications or grading plan with or without suggestions for resubmittal, when, in its opinion, said plans: (i) fail to assure the aesthetic harmony of the proposed structure with the physical environment, topography, and existing structures on adjacent property, if any; or (ii) create an actual risk of an adverse effect upon the marketability of undeveloped or developed adjacent Property. The Architectural Committee shall have the right to take into consideration the site upon which it is proposed to erect the same, and the overall effect of the planned building, structures, or driveways, on both the visual outlook from the common rights-of-way and the adjacent or neighboring Property, and upon the development as a whole.

ARTICLE 3 BUILDING CONSTRUCTION

Section 3.1 MATERIALS PERMITTED. The exterior building materials of all structures shall extend to ground level and shall be either brick or stone or a combination of same. Any and all retaining walls extending beyond the exterior residential structure walls of a brick or stone residence shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design or dimensional shingles. All roof shingles, or other types of material, including variation in minimum specification standards shall be approved by the Architectural Committee in writing. All roof lines must be a minimum of 8/12 pitch. Fireplaces shall be masonry fireplaces, unless otherwise approved in writing by the Architectural Committee.

Section 3.2 APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES. The following requirements are applicable:

a. Garages, Carports, Driveways and Sidewalks. All residences shall have at least a two-car garage. All detached garages must be approved by the Architectural Committee. Garages, as structures, are subject to prior plan approval. All detached garages shall be the same material as the exterior residential structure walls and roof. No carport shall be constructed on any lot in The Woods Subdivision. All driveways must be paved with concrete and must be completed within three (3) months of completion of the residence, with the exception of Lots #119 and #31, which are considered mini-farms. Driveways on lots #119 and #31 must be paved with either concrete or blacktop and must be completed within six (6) months of completion of the residence. Each lot owner shall be responsible for installing and maintaining a four (4') foot wide concrete sidewalk and running the entire width of lot at a distance from the curb as shown on said plat above and/or as determined by the Architectural Association. Each sidewalk shall be placed in such a manner as to be compatible with existing curbs, driveways, and uniform with joining sidewalks.

b. Fences. No fence, wall, or barrier of any nature may be extended toward the front or street side property line beyond the rear corner of residence. All fences shall be restricted to the rear of the residence, with the exception of Lots #119 & #31, which can have fences extended in front of residence. All fences shall be made of either four (4) board black or white plank, brick, stone, or wrought iron.

c. Swimming Pools. The construction of swimming pools must be approved in writing by the Architectural Committee prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Architectural Committee for approval. There shall be no increase in drainage to other properties permitted as a result of construction, nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure or building line. All swimming pools must be in-ground pools; and no above-ground pools are permitted.

d. Tennis Courts. No tennis court shall be constructed without prior approval of the Architectural Committee. Any tennis courts approved by the Architectural Committee shall not extend beyond the primary permanent residential structure or building line. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Architectural Committee for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court.

e. Playground, Camping. No playground or recreational equipment or facilities of any type shall be erected in front or on the side yard of any residence.

f. Air Conditioning and Utility Area. Air conditioners, utility equipment, and utility meters, except water meters, shall be at the rear of the residence; however, if this proves impossible or causes a hardship, they may be located in the side yard provided, however, that they are screened from public view through landscaping or other fencing material; and they shall be located as far from property lines as reasonably possible.

g. Mailboxes. All mailboxes shall be of uniform architectural design and can be purchased at Metcalf Metals. No other type boxes of any kind, including those used for newspapers or circulars shall be attached or placed near the mailbox or anywhere else on the property.

h. Television, Radio and Satellite Dishes. No satellite dish, television, radio or other receiving tower or dish shall be erected or placed in front or on the side yard of any residence. Satellite dishes 18" or smaller may be placed on either side of the house, however under no circumstances may such a dish be placed in the front of the house.

i. Clotheslines. No outside clotheslines shall be erected on any lot in The Woods Subdivision.

j. Signs. No signs shall be displayed on any lot which are greater in size than four (4') square feet. All signs, with the exception of For Sale or Rent signs, are subject to approval by Board of Directors.

k. Lighting. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot on which light is found to be objectionable to other owners. Upon being given notice by the Association or its representatives that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it, shielded in such a way that it is no longer objectionable.

l. Outdoor Wiring. No lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television, and radio signals, shall be constructed, placed or maintained anywhere in or upon the lots, except for the electric, telephone and other utility and sewer service placed on public utility easements by the Developer, unless these shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements. Electrical transformers and junction boxes should be properly screened where possible. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

m. Outbuildings. All outbuildings of any nature shall be of the same design and construction of the residence, with the exception of Lots #119 & #31. Since Lots #119 & #31 are considered mini-farms, barns and outbuildings are permissible. However, location and design of said barns and outbuildings must be approved by the Architectural Committee.

ARTICLE 4 MAINTENANCE DURING CONSTRUCTION

During construction, owners shall be responsible for the following:

Section 4.1 BUILDING MATERIAL. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Home Owner's Association or its assigns and agents shall have the right to reenter the property for the purpose of removing such debris at the expense of the owner of the lot. No construction material or equipment or debris shall be placed on any lot other than the lot on which a structure is being built, whether or not said lot is vacant, in any stage of construction or completed, or adjoining the construction site.

Section 4.2 SOIL RUN OFF AND EROSION. Run off and erosion shall be controlled on site during construction while the site is disturbed. In addition, all lots must install a temporary silt barrier of some nature along all property lines before any construction or project is initiated. The silt barrier must remain during construction and must be removed upon completion of construction, including grading.

Section 4.3 DAMAGE TO DEVELOPMENT. Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or road serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including but not limited to builders and owners.

Section 4.4 NO TEMPORARY STRUCTURE. No building or structure of a temporary character, including but not limited to, any trailer, basement, tent, shack, garage, barn or other building other than the residence building shall be used upon any lot in the development at any time as a residence, either temporarily or permanently; nor shall any trailer, tent, shack or barn or attached vehicle be used and/or maintained upon any lot in the development at any time, either temporarily or permanently.

ARTICLE 5 UTILITIES

Section 5.1 UNDERGROUND. Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.

Section 5.2 STREET LIGHTING. The streetlights are owned by Kentucky Utility and are paid for by The Woods Homeowner's Association, Inc., through initial and annual assessments paid by the lot owners.

ARTICLE 6 **DRAINAGE**

Drainage of each lot shall be in conformity with the general drainage plan of the subdivision. Water run-off shall not pollute Wilgreen Lake during construction. See also Article 4, Section 4.2.

ARTICLE 7 **EASEMENTS**

Easements for installation and maintenance of utilities may be reserved over each lot by deed or as shown on plat. Within these easements, no structure, planting, or other material shall be placed or allowed to remain on any lot which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE 8 **VEHICLES**

No trailer, commercial vehicle, tractor-trailer truck, camper trailer, camping vehicle or boat shall be parked or kept on any lot for longer than forty-eight (48) hours unless said vehicle is placed completely out of view from the street. No inoperable vehicle shall be parked on any lot or street unless housed in a garage. No vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

ARTICLE 9 **DISPOSAL OF TRASH**

No lot shall be used as a dumping ground for rubbish, trash or garbage; and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. The Association reserves the right to remove any trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section. Garbage cans and other similar items on any lot shall be located or screened so as to be concealed from view from the street and in keeping with the neighborhood.

ARTICLE 10

GARDENS

Vegetable gardens or cultivation must be confined to the rear of the lot and shall be no more than thirty-five (35') feet from the rear line. Vegetable gardens or cultivation will not be permitted until after the erection of a residence. No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence.

ARTICLE 11

ANIMALS

No pets, other than the traditional domestic animals in this geographic area (i.e. dogs, cats, birds) shall be housed or kept on any lot. No pets, including traditional domestic animals, shall be kept for any commercial or breeding purposes. There shall be no more than two dogs or two cats, or any combination thereof, on any lot. No housing for pets shall be erected or placed in front or in the side yard of any residence. Pets shall always be under the control of the owner within an enclosed area and not permitted to run on other lots unless on a leash. Lots #119 and #31, because they are mini-farms, shall be permitted to maintain a minimum number of horses, cattle or other livestock in a number as shall be determined by the Association Board of Directors.

ARTICLE 12

OWNER'S OBLIGATION TO MAINTAIN PROPERTY

The owner and occupant of each lot shall maintain its lawn in a first-class manner; at no time during or after construction shall any trash, dirt, clipped weeds, grass or debris of any type be placed, wasted or deposited on any lot (vacant or otherwise) by the owner, occupant, his, her or its constructor or subcontractors or others. In default thereof, the Association or its assigns or agents, may enter such lot to cut grass and/or weeds and/or remove any debris and/or perform any other appropriate maintenance work, and collect its costs of labor and material plus twenty-five (25%) percent from the owner and occupant of such lot. Any such waste shall be kept by the owner in sanitary containers.

ARTICLE 13

DIVISION OF LOTS AND ACCESS

There shall be only one building per lot. No additional subdivision of any lot shall be made. Further, no more than one (1) building shall be built on any lot; however, this restriction shall not include detached garages, pool houses, gazebos or similar structures which have been approved by the Architectural Committee. No lot shall be used as a road or pass way for vehicular traffic or for access to any other property owner adjacent to The Woods Subdivision; nor shall any lot, utility easement or road right-of-way be used for access to

connect any utility to any existing utilities from any such adjoining property owner. Two or more lots may be combined for a single dwelling when approved by the Architectural Committee. Owners of a second lot must within 48 months (4 years) install a sidewalk. Owners of a second lot must also maintain the lot in accordance with these restrictions.

ARTICLE 14

OBLIGATION TO CONSTRUCT

Construction of a single family dwelling on undeveloped lots shall commence within forty-eight months (4 years) following any transfer of the lot by an owner signing these *Second Amended Covenants, Conditions And Restrictions Applicable To The Woods Subdivision*.

ARTICLE 15

OWNER'S UPKEEP OBLIGATION PRIOR TO COMPLETION

Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to completion of construction in accordance with all of the provisions referred to herein.

ARTICLE 16

THE WOODS HOMEOWNER'S ASSOCIATION

The Woods Homeowner's Association, Inc., is a non-profit corporation under the laws of the Commonwealth of Kentucky. The owner of each lot within The Woods shall be a member of the Homeowner's Association. Membership in the Association is mandatory. The Articles of Incorporation of THE WOODS HOMEOWNER'S ASSOCIATION, INC. ("Association"), which may be amended from time to time, are recorded in the Office of the Madison County Clerk, in Richmond, Kentucky.

Every owner of a lot in THE WOODS shall be a member of the Association and by acceptance of a deed to any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's Bylaws, rules and regulations; shall pay the assessments levied by the Association when due; and shall comply with decisions of the Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of any common areas, of the storm drains, basins, any exterior fencing, landscaping and entrances as are shown on the aforesaid plats; the payment of electrical service for the street lighting system; the ownership and maintenance of the landscaping at the entrance of the subdivision; the ownership and maintenance of the islands located on VanMar Drive and

Mahogany Drive; the ownership and maintenance of the guard shack; and acceptance of any common area for purposes of operation, maintenance and repair.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and any unpaid assessment shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of all mortgages on the lot and shall be enforceable by the Association against the real estate by foreclosure or otherwise.

Upon the filing of these restrictions, every lot owner shall pay an initial assessment of \$200.00 for the year 2001. Thereafter, until altered by the Board of Directors of the Association, on the first day of January of each year, each lot owner shall pay, without proration, an annual dues of \$130.00 for the ensuing year. Payments to the Association are refundable only in the instance of returning dues to the Association members at the end of the year as necessary for the avoidance of taxes by the Association..

Purchasers of lots shall receive the benefit of payments of dues previously made to the Association by the sellers of lots for the year of purchase, however purchasers shall be obligated to pay the annual dues of \$130 to the association by every first day of January following the purchase.

ARTICLE 17 **ARCHITECTURAL COMMITTEE**

The Architectural Committee shall consist of three members of the Association who are elected at the annual meeting of the Association as set in the Bylaws or at a special meeting called as directed by the Bylaws. All members of the Association shall be entitled to one vote for each lot or unit in which they hold the interest and shall not be cumulative. All decisions by the Architectural Committee may be appealed to the Board of Directors.

ARTICLE 18 **ENFORCEMENT**

Section 18.1 COVENANTS. The restrictions, conditions and protective covenants contained herein may be enforced in law or in equity by the Association and owner and any subsequent purchaser or owner of any portion of the property subject to the restrictions, conditions and protective covenants described herein.

The Association and any owner or any subsequent purchaser or owner of any portion of the property shall not have any liability in law or in equity to any other owner or purchaser of any portion of the property for failure to enforce the restrictions, conditions and protective covenants contained herein.

Section 18.2 BINDING NATURE. The restrictions, conditions and protective covenants contained herein shall be binding upon and inure to the benefit of the Association and each owner.

Section 18.3 LIABILITY. The Association and the Architectural Committee shall not be liable in damages to anyone submitting plans to them for approval, or to any owner affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or for enforcing or failing to enforce any of the provisions of these restrictions. Each owner waives any and all claims against the Association and the Architectural Committee, as a result thereof. Every person who submits plans to the Architectural Committee for approval agrees, by submission of such plans, and every owner agrees, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit for damages against the Architectural Committee or the Association. In case of conflict between plan review and covenants herein contained, these covenants shall govern the rights and obligation of the parties.

Section 18.4 ALTERATIONS. These restrictions, conditions and protective covenants may be altered by the written agreement of the owners of lots within the subdivision representing seventy (70%) percent of the total number of lots. For purposes of determining whether alteration should be permitted, there shall be allowed only one vote per lot.

Section 18.5 BINDING PERIOD. Unless canceled, altered, or amended under the provision of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties subject to and claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. If an instrument signed by a seventy percent (70%) of the then-owners of all lots in The Woods Subdivision has been recorded agreeing to change these restrictions, they may then be canceled, altered or amended at any time by the affirmative action of the owners of seventy percent (70%) of the lots subject to these restrictions. Failure of any owner to demand or insist upon observance of any of these restrictions, or to insist upon observance of any of these restrictions, or to proceed for observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

Section 18.6 FULL FORCE AND EFFECT. In the event any of the provisions hereon are held to be invalid or unenforceable, the other provisions hereof shall not be affected thereby, but shall remain in full force and effect, it being intended that the provisions hereof are severable. The term "provision" as used herein shall not be construed necessarily to mean a numbered section thereof, but may be any portion of such numbered section.

ARTICLE 19
MISCELLANEOUS

PAGE 298

Section 19.1 RIGHTS. Every person who now or hereafter owns or acquires any right, title, estate or interest to any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not reference to these Restrictive Covenants is contained in the instrument by which such person acquired an interest in said property.

Section 19.2 WAIVER. The failure of the Association or the Architectural Committee or any Owner to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.

Section 19.3 SUBORDINATE TO MORTGAGES. All covenants and other provisions herein contained shall be deemed subject and subordinate to all mortgages now and hereafter executed upon land subject to these covenants; and none of said restrictions shall supersede or in any way reduce the security or affect the validity of such mortgages, provided, however, that if any portion of the Property is sold under a foreclosure of any such mortgage, any purchaser at such sale and his successors and assigns shall hold any and all property so purchased subject to all the restrictions and other provisions of these covenants.

Section 19.4. CHOICE OF LAW. This Agreement and the separate provisions thereof shall be construed and enforced in accordance with the law of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Owners of property located in the Woods Subdivision have caused these Second Amended Restrictive Covenants to be duly executed this the 19th day of December, 2001.

PBK BANK, INC.

By: Don C. Reynolds

Title: Vice President

Don Willis
DON WILLIS

Ellen R. Willis
ELLEN R. WILLIS

Michael H. Wolf
MICHAEL H. WOLF

Roxanne Wolf
ROXANNE WOLF

BOOK 154

JACK MARCUM BUILDER, INC.

BY:

JACK MARCUM, President

Harold Whitworth
HAROLD WHITWORTH

Daniel P. Scarborough
DANIEL P. SCARBOROUGH

RANDY D. NUNLEY

Delbert T. Harrison Jr.
DELBERT T. HARRISON, JR.

John J. Walsh
JOHN J. WALSH

James P. Fine
JAMES P. FINE

Art Lowe
ART LOWE

John Justice
JOHN JUSTICE

Michael F. Eubanks
MICHAEL F. EUBANKS

Daniel Mark Parsley
DANIEL MARK PARSLEY

Michael A. Kaminski
MICHAEL A. KAMINSKI

Robert E. Howell
ROBERT E. HOWELL

WANDA NUNLEY

Lauren P. Harrison
LAUREN P. HARRISON

Barbara A. Walsh
BARBARA A. WALSH

Rebecca A. Fine
REBECCA A. FINE

Lisa Lowe
LISA LOWE

Lisa Justice
LISA JUSTICE

Kim R. Eubanks
KIM R. EUBANKS

Jennifer S. Parsley
JENNIFER S. PARSLEY

Deborah K. Kaminski
DEBORAH K. KAMINSKI

Lisa Howell
LISA HOWELL

MARY A. MANIS

Maryann B. Tinker
MARYANN TINKER

H. Daniel Bilter
H. DANIEL BILITER

Roger Keck
ROGER KECK

Larry Howell
LARRY HOWELL

PAUL MARSHALL

CHRISTOPHER R. WEBB

MIKE WALTER

BENJAMIN S. MILLER

John E. Friend
JOHN E. FRIEND

Al Durso
AL DURSO

Michael C. Pelonero
MICHAEL C. PELONERO

Charles Gregory Robinson
CHARLES GREGORY ROBINSON

Joe S. Castillo
JOE S. CASTILLO

CALVIN L. MANIS

MARGARET M. BILITER

Marsha Keck
MARSHA KECK

Genette Howell
GENETTE HOWELL

Kathy Marshall
KATHY MARSHALL

STEPHANIE S. WEBB

CARLA WALTER

Kimberly A. Friend
KIMBERLY A. FRIEND

Sherry Durso
SHERRY DURSO

Kimberly A. Pelonero
KIMBERLY A. PELONERO

Cindy A. Castillo
CINDY A. CASTILLO

Donald E. Hale, Jr.
DONALD E. HALE, JR.

Rhonda C. Hale
RHONDA C. HALE

Johnnie B. Burgin
JOHNNIE B. BURGIN

Raymonda J. Burgin
RAYMONDA J. BURGIN

James Franklin Noe
JAMES FRANKLIN NOE

Sharon Noe
SHARON NOE

STATE OF KENTUCKY)
)SCT.
COUNTY OF MADISON)

The foregoing instrument was acknowledge before me this the 19th day of December, 2001 by DAN C. Reynolds, in his capacity as Vice-President of PBK Bank, Inc., a Kentucky corporation.

My commission expires: 01/05/03

Scandia C. Fletcher
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MICHAEL H. WOLF and ROXANNE WOLF, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 1 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
 COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by DON WILLIS and ELLEN R. WILLIS, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
)SCT.
 COUNTY OF MADISON)

The foregoing instrument was acknowledge before me this the _____ day of _____, 2001 by JACK MARCUM, in his capacity as President of Jack Marcum Builder, Inc., a Kentucky corporation.

My commission expires: _____

 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

[illegible]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by HAROLD WHITWORTH, single, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
15 day of NOVEMBER, 2001.

My Commission Expires: Nov 2 1 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by DANIEL P. SCARBOROUGH and AMY L. SCARBOROUGH, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 1 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by RANDY D. NUNLEY and WANDA NUNLEY, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
day of _____, 2001.

My Commission Expires: ____ / ____ / ____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by DELBERT T. HARRISON, JR. and LAUREN P. HARRISON, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 1 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JOHN J. WALSH and BARBARA A. WALSH, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JAMES P. FINE and REBECCA A. FINE, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 28 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by ART LOWE and LISA LOWE, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 18 day of NOVEMBER, 2001.

My Commission Expires: Nov/ 2 / 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JOHN JUSTICE and LISA JUSTICE, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: Nov 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MICHAEL F. EUBANKS and KIM R. EUBANKS, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 2 day of DECEMBER 2001.

My Commission Expires: Nov 2, 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by DANIEL MARK PARSLEY and JENNIFER S. PARSLEY, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
21 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

[illegible]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MICHAEL A. KAMINSKI and DEBORAH K. KAMINSKI, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
18 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by ROBERT E. HOWELL and LISA HOWELL, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MARY A. MANIS and CALVIN L. MANIS, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this day of _____, 2001.

My Commission Expires: ____/____/____.

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MARYANN TINKER, single, and signed and acknowledged by her to be her free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 21 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by H. DANIEL BILITER and ~~MARGARET M. BILITER~~, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

5 IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
day of DECEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by ROGER KECK and MARSHA KECK, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
19 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF _____)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by LARRY HOWELL and GENETTE HOWELL, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by ~~PAUL MARSHALL~~ and KATHY MARSHALL, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

5 IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this DEC day of DECEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by CHRISTOPHER R. WEBB and STEPHANIE S. WEBB, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this _____ day of _____, 2001.

My Commission Expires: ____ / ____ / ____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MIKE WALTER and CARLA WALTER, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this _____ day of _____, 2001.

My Commission Expires: / / .

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
 COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by BENJAMIN S. MILLER, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
 _____ day of _____, 2001.

My Commission Expires: ____/____/____.

 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
 COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JOHN E. FRIEND and KIMBERLY A. FRIEND, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 1 2005

Cindy Castillo
 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by AL DURSO and SHERRY DURSO, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by MICHAEL G. PELONERO and KIMBERLY A. PELONERO, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this
17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
 COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by CHARLES GREGORY ROBINSON, single, and signed and acknowledged by him to be his free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 12 12005

Cindy Castillo
 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
 COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JOE S. CASTILLO and CINDY A. CASTILLO, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 5th day of December, 2001.

My Commission Expires: 6 1 11 12004

Sandra M. Bibb
 NOTARY PUBLIC
 KENTUCKY STATE AT LARGE

[illegible]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by DONALD E. HALE, JR. and RHONDA C. HALE, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: NOV 2 12005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JOHNNIE B. BURGIN and RAYMONDA J. BURGIN, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 17 day of NOVEMBER, 2001.

My Commission Expires: Nov / 2 / 2005

Cindy Castillo
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Agreement was this date produced to me by JAMES FRANKLIN NOE and SHARON NOE, spouse and spouse, and signed and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

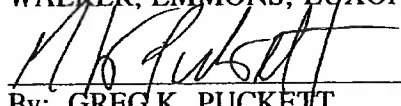
IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this _____ day of _____, 2001.

My Commission Expires: ____/____/____.

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

PREPARED BY:

WALKER, EMMONS, LUXON & SHANNON, P.S.C.



By: GREG K. PUCKETT

P.O. BOX 1325

114 North Second Street

Richmond, Kentucky 40476-1325

Telephone: 859-623-0092