

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FOREST HILLS

January 13, 2006

JESSAMINE COUNTY
D555 PG 119

MAIL TO:

Return to: DeCamp & Talbott, P.S.C.
301 East Main St., Ste. 600
Lexington, KY 40507

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF FOREST HILLS

TABLES OF CONTENTS

I.	APPROVAL OF PLANS	2
1.01	Procedures and Content	2
1.02	Basis of Approval	2
1.03	Failure to Approve or Disapprove	2
1.04	Liability Relating to Approvals	2
II.	BUILDING AND SITE REGULATIONS	3
2.01	Land Use	3
2.02	Materials	3
2.03	Dwelling Size	3
2.04	Commencement of Construction	3
2.05	Construction of Driveways and Headwalls	3
2.06	Drainage and Grading	4
2.07	Septic Drainage Systems	4
2.08	Underground Utilities	4
2.09	Landscaping	4
2.10	Refuse Containers and Screening	5
III.	MAINTENANCE REQUIREMENTS	5
3.01	Maintenance of Roadway	5
3.02	Maintenance of Lots and Buildings	5
3.03	Nuisances	5
IV.	GENERAL RESTRICTIONS	5
4.01	Livestock	5
4.02	Trucks/Recreational Vehicles	6
4.03	Temporary or Permanent Mobile Homes	6
4.04	Fences	6
4.05	Mailboxes	6
4.06	Antennas	6
4.07	Signs	6
4.08	Business/Home Occupations	7
4.09	Hobbies	7
4.10	Storage Tanks and Pools	7
4.11	Firearms	7
4.12	Clotheslines	7
4.13	Gardens	7
4.14	Parking	7

4.15	Minimum Building Lot and Set Back Lines	7
4.16	Resubdivision	7
4.17	Mining	8
V.	HOMEOWNER'S ASSOCIATION	8
5.01	Membership	8
5.02	Purpose of Association	8
5.03	Assessments	8
5.04	Informal Action by Association or Board	9
VI.	EXCLUSION REGARDING TRACT 2	9
VII.	MISCELLANEOUS	9
7.01	Duration and Amendments	9
7.02	Severability	9
7.03	Enforcement	9
7.04	Notices	10
7.05	Solicitations	10
7.06	Entry onto Property	10
7.07	Interpretation	10
7.08	Paragraph Headings	10
7.09	Waiver of Notice	10

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FOREST HILLS

As shown by plat of record in Plat Cabinet 10,
Slide 124 in the Jessamine County Clerk's Office.

WHEREAS, Forest Hills of Kentucky, LLC, hereinafter called "Developer," having its principal office located at 1082 Wellington Way, Lexington, Kentucky 40513 is the owner and developer of certain property designated as 5785 Harrodsburg Road and comprised of (i) 100.37 acres designated as and referred to herein as Tract 1, (ii) 14.96 acres designated as and referred to herein as Tract 2, (iii) 11.04 acres designated as and referred to herein as Tract 3 and (iv) Lots ___ - ___ located in the subdivision known as Forest Hills, Jessamine County, Kentucky and said lots are collectively referred to herein as "Lots", a plat of all of said property appears of record in Plat Cabinet 10, Slide 124, in the Jessamine County Clerk's Office and being the same property conveyed to Forest Hills of Kentucky, LLC by Deed dated October 6, 2005 of record in Deed Book 548, Page 544, in the Jessamine County Clerk's Office;

WHEREAS, in the beneficial interest of the Developer and future owners of the Lots, Tract 1 and Tract 3, it is desirable to subject the Lots, Tract 1 and Tract 3 to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvement, and maintenance of the Lots, in order to

- a) cause the construction of residences and Improvements on the Lots, Tract 1 and any future divisions of Tract 1 to have an exterior scale, design quality, color and appearance which will be harmonious with the other residences and enhance the aesthetic appearance and value of the property as a whole;
- b) permit agricultural uses on Tract 1 and Tract 3 in conformity with these Restrictions; and
- b) prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said Lots and Tracts.

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 and Tract 1, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots and Tract 1, all as set forth more specifically hereinafter in order to accomplish the above described purposes;

WHEREAS, Tract 2, comprised of 14.96 acres as depicted on said Plat, may be separated from Tract 1, Tract 3, and the Lots by the relocation of US Route 68 a/k/a Harrodsburg Road and Developer excludes Tract 2 from the application of the restrictions, conditions or limitations contained herein; and

THEREFORE, Developer hereby imposes, makes, constitutes and establishes the covenants, conditions and restrictions as to the development, use and occupancy of the Lots, Tract 1 and Tract 3 as follows:

I. APPROVAL OF PLANS

1.01 Procedures and Content: No improvements, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site; (3) rear, front and side elevations and floor plans, (4) color of all exterior trim, brick, roof and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools and porches, (9) parking areas, (10) mailboxes, (11) samples of materials to be used to the extent requested by the Developer, and (12) such other information, data and drawings as may be reasonably requested by the Developer. Owners will be required to pay a reasonable fee for review of such plans by the Developer.

1.02 Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in the Forest Hills, 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.

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

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment,

negligence, or nonfeasance arising out of or in connection with the approval or disapproval of 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.

II. BUILDING AND SITE REGULATIONS

2.01 Land Use: No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height and an attached garage with space for at least two cars. Tracts 1 and 3 may be used for agricultural purposes, including the keeping of livestock provided, however, no more than four (4) horses shall be kept on Tract 3. In addition, the owners of Tracts 1 and 3 may construct, maintain and use outbuildings on such Tracts to accommodate the agricultural use of the Tracts provided that such outbuildings shall be compatible with the colors of the natural surrounding and the design and exterior materials incorporated in the other outbuildings on such Tract.

2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any Lot in Forest Hills shall be of predominately 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 or wall will be permitted. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

2.03 Dwelling Size: Single family residence constructed on any of the Lots shall not have a ground floor area of less than 3,000 square feet in the case of a one-story structure; shall not have less than 3,500 square feet in the case of a one and one-half story structure; and shall not have less than 4,000 square feet in the case of a two-story structure, exclusive of garages, porches, and terraces, even though the garage, porch or terrace is under the same roof. For each dwelling, there shall be attached a two-car garage of identical construction as the dwelling and entrance to the garage must be from either the side or rear yard.

2.04 Commencement of Construction: Lot owners are encouraged to commence construction at the earliest convenient date. Once started, construction shall proceed diligently until completed. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within one year from the time of said approval. If construction is not commenced within one year from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such Lot unless the Developer or its representatives agrees in writing to extend said period of one year. The Developer hereby expressly reserves the right to extend the time periods above.

2.05 Construction of Driveways and Headwalls: All driveways constructed on any Lot in said subdivision shall be of concrete or asphalt. All driveway entrances, unless at the crest of a hill, shall have at least a 15" culvert under them with masonry headwalls. All driveway and headwall plans must be approved by Developer and the driveways and headwalls must be completed within sixty days of occupancy. Headwalls shall be faced with masonry similar to main entry wall and mailboxes.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior written consent of the Developer. In the event of any destruction, alteration or modification 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. Whenever, because of construction of Improvements on a Lot on the Property or any other reason, silt would erode onto any adjacent property, the Owner of such a Lot shall be obligated to provide a means of silt control to prevent silt from eroding onto such adjacent property.

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

2.08 Underground Utilities: 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 television.

2.09 Landscaping: Every property owner shall cause to be planted and maintained a grass cover for the portion of such Lot so owned by each property owner from the pavement edge on which such Lot fronts for the entire Lot and its easements. 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 in residence yard area over 10" in height, the Developer shall have the right to clean, mow and maintain the Lot and charge the owner for its cost.

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

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

III. MAINTENANCE REQUIREMENTS

3.01 Maintenance of Roadway: The owner of each Lot in the Subdivision shall be responsible for and bear the maintenance cost of that portion of the road on which each Lot fronts to the center of such road. Developer shall not be responsible for any such maintenance. It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County Fiscal Court will assume the responsibility for such maintenance and this restriction shall be no longer effective.

3.02 Maintenance of Lots and Buildings: No Lot and no building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. No 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.

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

IV. GENERAL RESTRICTIONS

4.01 Livestock: Except as otherwise provided in this Declaration, no livestock shall be permitted on any Lot comprised of two (2) acres or less in the subdivision without the written consent of the Developer. Tracts 1 and 3 may be used for agricultural purposes, including the keeping of livestock provided, however, no more than four (4) horses shall be kept on Tract 3. In addition, up to two (2) horses for the personal use of an owner shall be permitted on any Lot containing more than four (4) acres, along with one (1) outbuilding for the stabling of such horses.

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

No kennels may be erected on any Lot 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 on a leash and not allowed to stray on any Lot unless under direct control, so as not to create damage or be a nuisance to other property owners. Barking and howling dogs will not be allowed to remain in the subdivision if they become a nuisance to owners.

4.02 Trucks/Recreational Vehicles: No owner is permitted to keep trucks, motorcycles, boats, recreational vehicles and the like where they may be viewed by his neighbors or seen from the street. No inoperable vehicle shall be parked on any street in the subdivision for a period in excess of 24 hours. There shall be no internal combustion powered golf carts operated within the subdivision.

4.03 Temporary or Permanent Mobile Homes: There shall not be erected, placed, or permitted to remain on any Lot, Tract 1 or Tract 3, any mobile homes, temporary or permanent, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence.

4.04 Fences: To maintain the open look and feel of the Forest Hills, and to protect the views, there will be no fences of any kind anywhere on any Lot within Forest Hills Subdivision except as follows: a) The existing 4-board fence around the perimeter of the Subdivision shall be perpetual and its regular and continued maintenance shall be the responsibility of the Owners' Association, as hereinafter defined, b) Lots may have constructed on them, subject to approval of Developer, black 4-board horse farm fencing, c) Patio fencing or walls may be permitted as part of the house construction plans and underground dog security fences are permitted, d) 4-board horse farm fencing shall be used to divide the (5) five acre Lots.

4.05 Mailboxes: In order to create a look of uniformity throughout Forest Hills, all U.S. mailboxes and newspaper boxes will be identical and of stone construction similar in material to the entryway walls. Developer will furnish design plans or may build for owner at owner's expense.

4.06 Antennas: No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developer.

4.07 Signs: Except as otherwise provided herein, no signs whatsoever shall be erected or maintained on the Lots with the exception of those of Developer (until all Lots are sold) or as required for directions. The owner or owners of Tract 1 or any portion thereof

comprising ten (10) acres or more may install and maintain one (1) sign advertising the existence of the farm or farms on Tract 1, provided, however, such signs shall contain no more than sixteen (16) square feet and shall be reasonably attractive and maintained in an orderly condition. 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. Said real estate signs must be approved by the Developer and may not exceed 2' x 2' on overall dimensions. All signs shall be professionally prepared.

4.08 Business/Home Occupations: Except as otherwise provided herein, no trade or business shall be conducted on any Lot at anytime.

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

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

4.11 Firearms: There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any Lot, Tract 1, Tract 3 or any common area, except by maintenance and security personnel, in the performance of their duties.

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

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

4.14 Parking: There may be no vehicles of any kind parked on the streets of the Subdivision except as otherwise expressly provided herein.

4.15 Minimum Building Lot and Set Back Lines: No dwelling or other structure shall be erected or placed on any Lot unless the placement of such dwelling shall conform in every respect to the building line shown on the recorded plat. Minimum setback restrictions for all structures shall conform with the cluster ordinance adapted by Jessamine County Fiscal Court on June 29, 1999.

4.16 Resubdivision: No Lot in Forest Hills may be subdivided into additional lots. The Developer specifically reserves the right to subdivide Tract 1 into additional lots, provided that such additional lots shall be subject to the terms and conditions of these Restrictions and such other restrictions and conditions as the Developer may deem desirable.

4.17 Mining: No derrick or other structure designed for use in boring for oil or natural gas, or manufacturing or producing petroleum, asphalt or other mineral of any kind may be produced or extracted therefrom shall be placed on the Lots or Tract 1 or Tract 3. Further, no commercial mining or quarrying activities of any type or nature whatsoever shall be permitted on any Lot or on Tract 1 or on Tract 3, and there shall be no drilling of any type or nature whatsoever upon any Lot or on Tract 1 or on Tract 3. No water towers are permitted on any Lot.

4.18 Renting: No owner of any Lot shall permit renting/leasing in any form.

V. HOMEOWNER'S ASSOCIATION

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

5.01 Membership: Every owner of Tract 1, Tract 3, and any Lot in Forest Hills shall be a member of the Association, and by acceptance of a deed for 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 provided for, when due, and shall comply with decisions of the Association's Board of Directors.

5.02 Purpose of Association: The object and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, landscaping and entrance to the development and other common areas for purposes of its operation and maintenance.

5.03 Assessments: The initial, annual assessments hereunder shall be \$400.00 per Lot, or five (5) acre Lot, or per Tract that is larger than five (5) acres and shall be equal thereafter for each Lot, five (5) acre Lot, or Tract that is larger than five (5) acres. After December 31, 2006, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of ownership for a portion of the year, with the

proration to be calculated by determining the number of days of ownership of the Lot from the date of closing through December 31 of that year.

Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the Lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the Lot or Tract and shall be enforceable against the real estate by foreclosure or otherwise.

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

VI. EXCLUSION REGARDING TRACT 2

In the event Tract 2, comprised of 14.96 acres as depicted on the aforesaid Plat, becomes separated by the relocation of US Route 68 a/k/a Harrodsburg Road from Tract 1, then Tract 2 shall be excluded from the application of the restrictions, conditions or limitations contained in this Declaration of Covenants, Conditions and Restrictions of Forest Hills.

VII. MISCELLANEOUS

7.01 Duration and Amendments: Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions run with the land and shall be binding on all parties and persons, their successors and assigns, claiming under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by a majority of then owners of the Lots in Forest Hills has been recorded, agreeing to change these restrictions and covenants in whole or in part except that the restrictions provided for in Paragraphs 2.01, 2.03, 3.03, 4.03, 4.11 and 7.01 shall not be changed unless agreed to in writing by the unanimous consent of the owners of all of the Lots. These restrictions may be cancelled, altered or amended at any time, by the affirmative action of the owners of 75% of the Lots subject to these restrictions. Failure of any owner or any of the other benefitted property owners to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions. All potential changes in these restrictions must have the prior written approval of the Developer as long as Developer owns a Lot in this Subdivision.

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

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

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

7.05 Solicitations: There shall be no solicitation, including, without limitation, door to door sales, of any type within the residential area of Forest Hills except as may be expressly authorized by the Developer.

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

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

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

7.09 Waiver of Notice: Whenever any notice whatever is required to be given under the provisions of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorization officer this the 13th day of January, 2006.

FOREST HILLS OF KENTUCKY, LLC


By: BARRY C. MANGOLD, Manager

STATE OF KENTUCKY

COUNTY OF Fayette

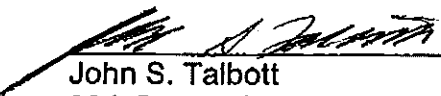
The foregoing instrument was acknowledged before me this 13th day of ~~February~~ January, 2006 by Barry C. Mangold as Manager of Forest Hills of Kentucky, LLC, a Kentucky limited liability company, on behalf of said company.

My Commission Expires: 05/03/08


Notary Public

PREPARED BY:

DECAMP & TALBOTT, P.S.C.


John S. Talbott
301 East Main Street, Suite 600
Lexington, Kentucky 40507
(859) 225-1191

js\forest hills\declaration of restrictions

DOCUMENT NO: 187803
RECORDED ON: JANUARY 19, 2006 08:35:12AM
TOTAL FEES: \$31.00
COUNTY CLERK: EVA L. MCDANIEL, CJC
COUNTY: JESSAMINE COUNTY
DEPUTY CLERK: BETTY C. GOODLETT
BOOK D555 PAGES 119 - 132