

**RESTRICTIONS
OF
BARREN MEADOWS SUBDIVISION**

JJM ENTERPRISES, LLC, a Kentucky limited liability company, of 1021 Broadway, Bowling Green, Warren County, Kentucky 42104 (hereinafter referred to as **DEVELOPER**), being the owner of Lots 1 thru 55, inclusive, of **Barren Meadows Subdivision**, located in Barren County, Kentucky, which lots are shown and delineated upon the Subdivision Plat of **Barren Meadows Subdivision**, which was filed of record May 21, 1999, at 2:02 P.M., Plat Book 15, Page 102, office of Barren County Court Clerk, (hereinafter collectively referred to as **Plat**), said lots being the same real property to which **Developer** derived fee simple title from McGinnis Contracting, Inc., a Kentucky corporation, et. al., by Deed dated October, 1998, filed of record October 23, 1998, at 3:10 P.M., Deed Book 239, Page 696, office of Barren County Court Clerk, do hereby adopt and place the following Restrictions upon Lots 3 through 55, inclusive, of Barren Meadows Subdivision, as same are shown and delineated upon the Plat (said lots being hereinafter sometimes referred to individually as "**Lot**" and collectively as "**Lots**");

(1) LAND USE.

The Lots shall be used exclusively for single family, residential purposes, and no duplex or building designed for the residence of more than one family shall be erected, placed, permitted or allowed to remain upon any of the Lots. Only one residence shall be constructed upon each of the Lots; provided, however, one detached building may be constructed upon each Lot to be used as a garage or utility building. The exterior of any detached building shall be constructed of the same material used in the construction of the residence located upon the Lot. This requirement relating to the exterior material of any detached building may be waived by the Developer, its successors or assigns.

The use of any Lot covered by these Restrictions and the construction of buildings thereon shall fully comply with all rules and regulations of the Joint City/County Planning Commission of Glasgow, Barren County, Kentucky.

(2) MINIMUM BUILDING SIZE/HEIGHT.

All residences constructed shall contain a minimum of heated and cooled living space prior to occupancy, exclusive of garages, porches, decks and patios, as follows:

Lots 3 through 12, inclusive, and Lots 48-55, inclusive:

One story: 1,200 square feet

Two-story or story and a half: 1,200 square feet on the main floor living level and a total of 1,800 square feet for both levels.

Lots 13-47, inclusive:

One story: 1,500 square feet

Two-story or story and a half: 1,500 square feet on the main floor living level and a total of 2,250 square feet for both levels.

No building shall exceed two full stories in height (excluding the basement).

Notwithstanding any of the foregoing, the requirements of this Restriction may be waived by the Developer, its successors or assigns.

(3) BUILDING LOCATION.

All buildings constructed upon any of the Lots shall conform to the minimum set back lines as shown on the Plat, and in any event no building shall be located on any of the Lots nearer than the front Lot line as shown and delineated on the Plat, or nearer than 15 feet to any Lot line. Also, any building or any part thereof shall not be constructed upon any utility easements shown upon the Plat of the Premises. Notwithstanding any of the foregoing, the requirements of this Restriction may be waived by the Developer, its successors or assigns.

STATE OF KENTUCKY)
COUNTY OF WARREN)

The foregoing Restrictions of Barren Meadows Subdivision was acknowledged before me this 16 day of March, 2000, by Mark C. Boling, MANAGER of JJM ENTERPRISES, LLC, a Kentucky limited liability company.

Lisa A. Allen

NOTARY PUBLIC-KENTUCKY AT LARGE

My Commission expires: 7/25/03

INSTRUMENT PREPARED BY:

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DOCUMENT NO: 85867
RECORDED ON: MARCH 21, 2000 01:32:56PM
TOTAL FEES: \$19.00
COUNTY CLERK: PAM HODGES BROWNING
COUNTY: BARREN COUNTY CLERK
DEPUTY CLERK: KAYE SEWELL

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(4) EXTERIOR FINISH/ROOF.

All buildings (excluding the foundation thereof) erected upon any of the Lots shall have exterior of brick, stucco, stone, Dryvit or vinyl, except for eaves, where vinyl siding, Dryvit or exterior wood may be utilized. The remainder of the structure exterior may be brick, stucco, stone, Dryvit or vinyl siding. No building (excluding the foundation thereof) shall be erected upon any of the Lots with an exterior finish of imitation brick or stone siding, asbestos shingles, concrete, or concrete blocks (including plastered blocks). No building shall be constructed on any of the Lots with a metal or wood shake roof, and all roofs shall have a pitch of at least 7" x 12". All foundation walls must be covered in stucco or brick so that the construction materials are not exposed. Notwithstanding any of the foregoing, the requirements of this Restriction may be waived by the Developer, its successors or assigns.

(5) REDIVISION OF LOTS.

None of the Lots shall be divided except when, as a result of any redivision thereof, all Lots involved are made equal to or larger than the original Lots as delineated on the above-mentioned Plat, or when two (2) or more owners of adjacent Lots desire to make minor adjustments in their respective Lots lines involving a reduction in size of any affected Lot of not more than ten percent (10%) of the total area of each affected Lot as delineated on the above-mentioned Plat; provided, however, that the Developer, its successors or assigns, reserve the right to redivide any of the Lots without Restriction.

(6) ROADWAY.

No public way, private drive or road may be created or maintained through, or across any of the Lots which provides ingress or egress to any property not a part of any of the Lots; provided, however, the Developer, its successors or assigns, reserves the right to use any of the Lots or any part thereof, for the purpose of providing ingress or egress to any adjacent property.

(7) COMMERCIAL BUSINESS.

No commercial business shall be conducted upon any of the Lots or in any residence located upon any of the Lots. No commercial trucks or commercial equipment shall be parked or maintained on any of the Lots.

(8) MOBILE HOME RESTRICTION.

No mobile home, trailer home, trailer designed for permanent residential purposes or any manufactured home of whatsoever type, shall be erected, placed, permitted or maintained on any of the Lots. This paragraph shall not apply to vacation vehicles and campers not exceeding thirty (30) feet in length, but in no event shall said vacation vehicles and campers be maintained as living quarters on any of the Lots, and all vacation vehicles and campers must be parked entirely within a garage, or within the side yard or back yard of a Lot totally screened from view.

(9) TEMPORARY STRUCTURES/COMPLETION OF RESIDENCE.

No garage, outbuilding or structures of any type, kind, or equipment, motor vehicles, or materials of any type shall be constructed or maintained on any of the Lots until after the principal residence is built and occupied. Also, no structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used upon any of the Lots at any time as a residence, either temporarily or permanently. Additionally, construction of all residences must be completed no later than one year from the date of issuance of building permit therefor.

(10) LOT MAINTENANCE.

It shall be the duty of the owner of each Lot in the Subdivision to keep the grass on each Lot properly cut to a maximum of six inches, to keep the Lot free and clear of weeds and trash, and otherwise maintain the Lot and premises so as to present a neat and attractive appearance. Should any Lot owner fail to do so, the Developer or any other property owner in the Subdivision may take such action as is appropriate in order to make the Lot neat and attractive and the owner shall, upon demand, reimburse the Developer or any other property owner for the expense incurred in doing so.

(11) GARBAGE AND REFUSE DISPOSAL.

None of the Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, debris or other unsightly waste, discarded motor vehicles, discarded equipment or machinery, or discarded appliances or scrap materials. Also, all garbage cans, above-ground tanks and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash

and garbage shall be regularly removed from Lot and shall not be allowed to accumulate thereon.

(12) COMPLIANCE OF LAW/NUISANCE.

No activity shall be conducted on any of the Lots in violation of any law, ordinance or regulation, or which shall constitute a common law nuisance, and any vehicular movement in excess of twenty five (25) miles per hour, either upon such Lots, or upon any street shall be considered a common law nuisance.

(13) MISCELLANEOUS RESTRICTIONS.

(A) No incinerator for garbage, trash or other refuse shall be permitted upon any Lot.

(B) No outside clotheslines or other clothes hanging devices shall be permitted upon any Lot.

(C) No tree larger than eight inches (8") in diameter may be removed from any Lot without the prior consent of the Developer, its successors or assigns.

(D) Motorcycles, boats and other watercraft, and boat trailers, must be parked entirely within a garage or within the side yard or backyard of a Lot totally screened from view.

(E) Satellite dishes are restricted to no larger than twenty four inches (24") in diameter and must be located so as to not be visible from the street fronting the Lot.

(F) All electric, telephone, television, or other cables the lines serving each residential shall be underground.

(14) FENCES, WALLS AND HEDGEROWS.

No fence, wall or hedgerow shall be constructed upon any of the Lots closer to the front property line of the Lot than the front corner of the residence constructed upon any Lot.

(15) DRIVEWAYS AND EASEMENTS.

All driveways constructed upon any of the Lots shall be surfaced with concrete, brick or bituminous blacktop material from the paved surface of the street to the end of the driveway, with such surfacing to be completed prior to occupancy of the residence. Easements for installation, or utilities, and drainage facilities are reserved as

shown on the recorded plat. These easements are reserved and are perpetual for sidewalk use, maintenance of public utility installations, and maintenance of drains. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, use and maintenance of the sidewalks or utilities, or which may change the direction of flow of drainage channels in the easement. Easement areas for each lot shall be maintained continuously by the owner of the Lot.

(16) ANIMAL RESTRICTIONS.

No animals, livestock, or poultry shall be raised, bred or kept upon any Lot; provided, however, that household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and further provided no kennels for the keeping of domestic pets shall be erected and/or maintained upon any Lot. No more than two dogs shall be kept or maintained on any Lot at any time. Additionally, all household pets shall be confined to their owner's property at all times.

(17) SWIMMING POOLS.

Above ground swimming pools are prohibited. All swimming pools located on a Lot in the subdivision shall be at the rear of the residence and surrounded by a privacy fence, obscuring the pool from view from any other Lot in the subdivision, and the fence shall be at least fifteen (15) feet from the edge of the swimming pool.

(18) DEVELOPER, LANDSCAPING AND FENCING.

No occupant of any Lot shall interfere with, damage or remove and landscaping or fencing on the Lots placed by the Developer. Any fence the Developer has constructed along any property line shall not be removed or altered in any manner including repainting in a different color. Such fence shall be maintained, repaired or replaced by the owner as wear and tear may necessitate.

(19) RESTRICTIONS RUN WITH THE LAND.

These Restrictions are to run with the land and shall be binding upon all present and future owners of any of the Lots or any portion thereof. These Restrictions may be enforced either by the Developer or any property owner of the Lots or any portion thereof. Enforcement shall be by proceedings at law or equity against any person or entity violating or attempting to violate any restriction and

proceedings may be had either to restrain the violations(s) or to recover damages therefor.

(20) TERM

The restrictions set forth herein shall continue in full force and effect for a period of thirty (30) years from the date these Restrictions are recorded in the office of the Barren County Court Clerk after which time said Restrictions shall be automatically extended for successive period(s) of ten (10) years each unless an instrument signed by seventy five percent (75%) of the owners of the Lots has been recorded agreeing to change said Restrictions in whole or in part.

(21) WAIVER

Any or all of these Restrictions may be waived, altered or nullified by written instrument, stating said changes, properly signed by the owners of the Lots and recorded in the office of Barren County Court Clerk.

(22) INCORPORATION INTO DEEDS.

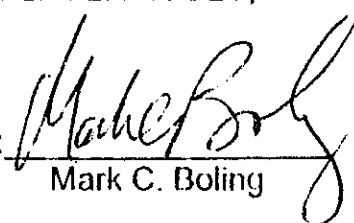
The restrictions shall be incorporated verbatim or by reference into any Deed hereinafter executed conveying any Lots or any portion of any Lots.

(23) SEVERABILITY PROVISION.

The invalidation of any one of these Restrictions by judgment or court order shall in no way affect any of the other Restrictions which shall remain in full force and effect.

WITNESSE THE SIGNATURE of Developer, **JJM ENTERPRISES, LLC**, a Kentucky limited liability company, acting by and through its Manager, Mark C. Boling.

JJM ENTERPRISES, LLC

BY: 
Mark C. Boling

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