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#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS. CONDITIONS RESTRICTIONS (the "Declaration") is made and entered into as of the 17th day of September, 1996 by and among [i] MID-AMERICA PROPERTY HOLDINGS, INC., a Kentucky corporation ("Mid-America"), having an address of 500 West Broadway, Louisville, Kentucky 40202; and [ii] BOK PROPERTIES, INC., a Kentucky corporation ("BOKP"), having an address of 416 West Jefferson Street, Louisville, Kentucky 40202 (Mid-America and BOKP are sometimes collectively referred to as the "Sellers") and [iii] ZARING HOMES KENTUCKY LLC, a Kentucky limited liability company, having an address in care of Zaring Homes, Inc., 11300 Cornell Park Drive, Suite 300, Cincinnati, Ohio 45242-1825 ("Zaring").

#### RECITALS

- A. Zaring and the Sellers entered into that certain Agreement For Purchase and Sale of Residential Real Estate (Springhurst) on May 24, 1996 (the "Purchase Agreement").
- B. Pursuant to the Purchase Agreement Zaring has purchased from the Sellers certain single family residential land (the "Zaring Property") shown as Tract 13 on the Minor Subdivision Plat of record in Plat and Subdivision Book  $\frac{\sqrt{2}}{\sqrt{2}}$ , Page  $\frac{7}{\sqrt{2}}$ , in the Office of the County Clerk of Jefferson County, Kentucky (the "Plat"), a copy of which Plat in its preliminary and unapproved form is attached hereto and made a part hereof as Exhibit A.
- C. Pursuant to the Purchase Agreement, Zaring and the Sellers are entering into this Agreement to impose upon property not being purchased by Zaring certain deed restrictions that will: (a) require contributions to the Springhurst Community Association, Inc.; (b) restrict certain rezoning and development of certain tracts; and (c) provide for further agreements to be binding upon Zaring and the owners of the respective tracts and otherwise as set forth herein.
- D. Both Zaring and the Sellers recognize that the financial viability of the Springhurst Community Association, Inc. is dependent upon receipt of assessments imposed by this Declaration so that it may maintain certain common areas of the Springhurst development which will be to the benefit all homeowners.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zaring and the Sellers hereby agree as follows:

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#### ARTICLE 1. - DEFINITIONS

- 1.1 The following terms shall have the following definitions:
- A. <u>Board</u>. "Board" means the Board of Directors of Springhurst Community Association, Inc.
- B. <u>Clubhouse</u>. "Clubhouse" means the clubhouse building, swimming pool and tennis courts located at the intersection of Springhurst Boulevard and Hurstbourne Parkway.
- C. <u>Common Expenses</u>. "Common Expenses" means those costs and expenses incurred by the HOA.
- D. <u>Common Property</u>. "Common Property" means all real and personal property owned by, leased to or under the control of the HOA and landscaping, berm mounds, garden walls or any monumentation located within any easement area or dedicated right-of-way which the HOA is obligated or deems necessary to maintain for the common use and enjoyment of its members.
- E. <u>"HOA Governing Documents"</u> means those documents establishing and governing the operation of the HOA, as amended from time to time.
- F. <u>HOA</u>. "HOA" shall mean the Springhurst Community Association, Inc., which is the homeowners' association for the entire Springhurst development.
- G. <u>Innovative Tracts</u>. "Innovative Tracts" shall mean Tracts 14, 15, 16 and 17, each of which is currently owned by the Sellers.
- H. <u>Lot</u>. "Lot" shall mean any parcel of the property located within the Innovative Tracts, as may be platted from time to time. Unless the context otherwise requires, the term "Lot" shall be deemed to include both the parcel of land and the dwelling unit on that land, if any.
- I. Maintenance Assessment. "Maintenance Assessment" means the annual assessment levied from time to time by the HOA for the maintenance of the Common Property but which does not include any obligations or expenses with respect to the Clubhouse. Currently, the Maintenance Assessment is \$180 per lot per year. Anything contained in this Agreement to the notwithstanding, in no event shall the Maintenance Assessment or any other assessment provided for herein for the Innovative Tracts and Lots at any time be greater than the lowest amount thereof assessed by the HOA from time to time against the other tracts and lots in the Springhurst development (excluding, until January 1, 1999, Tracts 8-A, 8-B and 8-C) that are subject to the HOA Governing Documents, and any purported modification of this

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limitation on the Maintenance Assessment or other assessments shall not be effective without the consent of the owner of the Lot intended to be affected by such modification.

- J. <u>Tract 10 Revised</u>. "Tract 10 Revised" shall mean that property legally described as Tract 10 Revised on the Plat, which is currently owned by the Sellers.
- K. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot including purchasers on land installment contracts, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those having such interest merely as security for the performance of an obligation.
- L. <u>Tract 14.</u> "Tract 14" shall mean that property legally described as Tract 14 on the Plat.
- M. <u>Tract 15</u>. "Tract 15" shall mean that property legally described as Tract 15 on the Plat.
- N. <u>Tract 16</u>. "Tract 16" shall mean that property legally described as Tract 16 on the Plat.
- O. <u>Tract 17</u>. "Tract 17" shall mean that property legally described as Tract 17 on the Plat.

# ARTICLE 2. - MEMBERSHIP IN SPRINGHURST COMMUNITY ASSOCIATION, INC.

- 2.1 Each Owner of a Lot shall be automatically a Class A member of the HOA and shall be required to pay to the HOA on an annual basis the Maintenance Assessment. Each Owner of a Lot shall comply with the provisions of this Declaration, as well as the bylaws, rules and regulations of the HOA.
- 2.2 No Owner of any Lot shall be entitled to have Clubhouse membership privileges unless Zaring (or the HOA) determines to make such memberships available and then only on such terms and conditions as Zaring (or the HOA) may require.

#### ARTICLE 3. - ASSESSMENTS

3.1 Covenant of Payment: Creation of Lien. Each Owner of a Lot by acceptance of a deed or other instrument of conveyance for a Lot, agrees to pay to the HOA the Maintenance Assessment. The Maintenance Assessment (including late charges and costs of collection) shall be a charge and lien on each Lot and shall be the personal obligation of the Owner of each Lot to the extent and for the period provided in this Article 3.

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- 3.2 Maintenance Assessment. The HOA shall be entitled to collect from all Owners of Lots the annual Maintenance Assessment. The annual Maintenance Assessment (or prorated portion thereof) for each Owner of a Lot shall commence on the first day of the month following the conveyance of the Lot in that tract. The Maintenance Assessment shall be due and payable on such date or dates as determined by the Board. The Board shall make reasonable efforts to determine the Maintenance Assessment amount by the first day of December of each year and shall at that time prepare a roster of the Lots and the portion of the Maintenance Assessment allocated thereto, which shall be kept in the office of the HOA and shall be open for inspection upon reasonable notice to the Board. Written notice of the Maintenance Assessment shall thereupon be sent to the Owners of all Lots. All Maintenance Assessments levied by the HOA under this Article shall be due and payable by the respective Owners within seven (7) days after a billing therefor. The Board shall be entitled to change the method of collection of Maintenance Assessments as it may from time to time elect. Failure to act within any time period established in this Declaration shall not affect the rights of the Board to collect Maintenance Assessments as provided herein.
- 3.3 Calculation of Annual Maintenance Assessment. Each Owner of a Lot shall be responsible for and shall pay that portion of the annual Maintenance Assessment allocated to the Owner's respective Lot as determined by the Board. The Board shall have the right to require the annual Maintenance Assessment to be paid in periodic installments during the year or in a single installment as determined by the Board. Each calendar year the Board will establish a budget setting forth the estimate by the Board of the The annual Maintenance Common Expenses for the upcoming year. Assessment shall equal the estimate of the Common Expenses for the year together with a reasonable addition to the reserves of the The Board during any calendar year shall be entitled to increase the annual Maintenance Assessment for that year if it should determine that the estimated or current Maintenance Assessment is insufficient to cover Common Expenses for that year.
- 3.4 <u>Interest</u>. Delinquent Maintenance Assessments shall bear interest at such interest rates as are from time to time established by the Board (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the Commonwealth of Kentucky). The Board shall have the right to establish a late charge for delinquent payments in addition to interest charges.
- 3.5 <u>Purpose of Maintenance Assessment</u>. The Maintenance Assessment is established for the benefit and use of the HOA and shall be used in covering all of the Common Expenses (including the operation, maintenance and repair of Common Property and other portions of the property that the HOA is obligated or deems necessary to repair or maintain and the performance of all other

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duties and obligations to be performed by the HOA). The Common Expenses may include but are not limited to, the costs of employee wages, materials, equipment, supplies, insurance premiums for the insurance of Common Property, officers and trustees liability insurance, rental fees for any Common Property leased to the HOA, the cost of reasonable reserves for contingencies, replacements and working capital, taxes and assessments on the Common Property, management fees, legal and accounting fees, capital improvements and additions for Common Property, and all other costs and liabilities incurred by the HOA in the exercise of its powers and duties. Notwithstanding the foregoing, no portion of the cost to operate, maintain or replace the Clubhouse shall be assessed to the Owner of any Lot unless, pursuant to Article 2, such Owner has been allowed by Zaring (or the HOA) to have Clubhouse membership privileges.

- 3.6 <u>Personal Obligations</u>. Any Maintenance Assessments becoming due and payable during the period the Owner owns a Lot, together with any related penalties and costs of collection shall constitute the personal obligation of that Owner and shall remain the personal obligation of that Owner until paid. This personal obligation shall automatically pass to an Owner's successor-intitle regardless of whether there has been an express assumption by the successor-in-title. The successor and the former Owner shall be jointly and severally liable for payment of the amount due and payable.
- 3.7 <u>Duration and Priority of Liens</u>. If a Maintenance Assessment on any Lot remains unpaid after the period established by the HOA, the amount unpaid together with any late penalty, costs and reasonable attorneys fees shall constitute a lien on that Lot in favor of the HOA. The HOA may record a Notice of Lien with the Office of the Clerk of Jefferson County, Kentucky. Nonpayment of any Maintenance Assessment or any installment of a Maintenance Assessment shall be deemed and is declared to be a condition or event that creates an interest in real estate. Each lien shall expire five (5) years after the respective due date unless preserved by the filing of a Notice of Lien or the commencement of foreclosure proceedings. The lien shall be prior to all other liens and encumbrances whatsoever except real estate taxes and assessments, liens of record in favor of the United States of America, the Commonwealth of Kentucky, or other governmental instrumentalities to the extent made superior by applicable law, and all bona fide recorded first mortgages.
- 3.8 <u>Enforcement of Lien</u>. Any lien established under this Declaration may be enforced by the HOA in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage. In any enforcement proceeding the amount that may be recovered by the HOA shall include all costs of the proceeding and, to the extent

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permitted by law, reasonable attorneys fees. In any foreclosure sale, the HOA may purchase the Lot.

3.9 Purchaser at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale shall automatically become a Class A member of the HOA and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of a foreclosure action, the purchaser shall not be liable for the share of the Maintenance Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Maintenance Assessments that became due and payable prior to the date of purchase shall, at the election of the HOA, be deemed to be part of the Maintenance Assessments collectible from all of the Lots, including that of the purchaser.

#### ARTICLE 4. - MULTI-FAMILY REZONING

- 4.1 If Tract 15 or that portion of Tract 16 located more than 350 feet from the division line between Tract 16 and the Zaring Property is rezoned or developed for multi-family purposes, the owners of such respective tracts will be required to pay annually to the HOA Maintenance Assessments as follows: [i] Tract 15: an amount equal to one hundred and twenty (120) times the Maintenance Assessment then in effect; [ii] Tract 16: an amount equal to eighty (80) times the Maintenance Assessment then in effect.
- 4.2 No such rezoning or development into multi-family purposes will be permitted for such tracts unless the primary access to such tracts is directly from curb cuts on Springhurst Boulevard.

#### ARTICLE 5, - TRACT 14

The Sellers hereby impose the following restrictions upon Tract 14 in favor of Zaring, its successors and assigns:

- 5.1 Tract 14 is hereby restricted for use only for owner-occupied residential structures.
- 5.2 Upon the first conveyance of each Lot in Tract 14 (excluding, if applicable, any conveyance by Sellers pursuant to a single transaction of all or substantially all of the Lots in Tract 14), to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, the respective Owners purchasing such Lots shall each pay the HOA a non-refundable initial assessment in the amount of \$250 to be collected at such closing. This initial assessment shall be used as working capital

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for the HOA and is not collected in lieu of any installments of the Maintenance Assessment.

- 5.3 Beginning January 1, 1999, the Owner of each Lot in Tract 14 shall pay to the HOA the annual Maintenance Assessment. If the owner of Tract 14 has not subdivided that property before January 1, 1999, it shall pay to the HOA annually an amount equal to thirty-seven (37) times the Maintenance Assessment until such subdivision has occurred.
- 5.4 Notwithstanding subparagraph 5.3 above, the Maintenance Assessment will be due immediately upon the sale of a Lot if such sale occurs before January 1, 1999 (prorated on a calendar year basis).
- 5.5 Once Tract 14 has been subdivided as aforesaid, the obligation for the payment of Maintenance Assessments not yet accrued will be further confirmed and imposed upon the Owner of each Lot created by the subdivision by appropriate Deed Restrictions similar to those imposed on other lands previously platted in the Springhurst development. A copy of the record plat of subdivision and the recorded Deed Restrictions (and any amendments thereto) shall be sent to the HOA.

#### ARTICLE 6. - TRACT 15

The Sellers hereby impose the following restrictions upon Tract 15 in favor of Zaring, its successors and assigns:

- 6.1 Upon the first conveyance of each Lot in Tract 15 (excluding, if applicable, any conveyance by Sellers pursuant to a single transaction of all or substantially all of the Lots in Tract 15) to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, the respective Owners purchasing such Lots shall each pay the HOA a non-refundable initial assessment in the amount of \$250 to be collected at such closing. This initial assessment shall be used as working capital for the HOA and is not collected in lieu of any installments of the Maintenance Assessment.
- 6.2 Beginning January 1, 1999, the Owner of each Lot in Tract 15 shall pay to the HOA the annual Maintenance Assessment. If the owner of Tract 15 has not subdivided that property before January 1, 1999, it shall pay to the HOA annually an amount equal to one hundred and twenty (120) times the Maintenance Assessment until such subdivision has occurred.
- 6.3 Notwithstanding subparagraph 6.2 above, the Maintenance Assessment will be due immediately upon the sale of a Lot if such sale occurs before January 1, 1999 (prorated on a calendar year basis).

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6.4 Once Tract 15 has been subdivided as aforesaid, the obligation for the payment of Maintenance Assessments not yet accrued will be further confirmed and imposed upon the Owner of each Lot created by the subdivision by appropriate Deed Restrictions similar to those imposed on other lands previously platted in the Springhurst development. A copy of the record plat of subdivision and the recorded Deed Restrictions (and any amendments thereto) shall be sent to the HOA.

#### ARTICLE 7. - TRACT 16

The Sellers hereby impose the following restrictions upon Tract 16 in favor of Zaring, its successors and assigns:

- 7.1 The portion of Tract 16 located within a distance of 350 feet from the division line between Tract 16 and the Zaring Property is hereby restricted for use only for owner-occupied residential structures.
- 7.2 Upon the first conveyance of each Lot in Tract 16 (excluding, if applicable, any conveyance by Sellers pursuant to a single transaction of all or substantially all of the Lots in Tract 16) to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, the respective Owners purchasing such Lots shall each pay the HOA a non-refundable initial assessment in the amount of \$250 to be collected at such closing. This initial assessment shall be used as working capital for the HOA and is not collected in lieu of any installments of the Maintenance Assessment.
- 7.3 Beginning January 1, 2000, the Owner of each Lot in Tract 16 shall pay to the HOA the annual Maintenance Assessment. If the owner of Tract 16 has not subdivided that property before January 1, 2000, it shall pay to the HOA annually an amount equal to eighty (80) times the Maintenance Assessment until such subdivision has occurred.
- 7.4 Notwithstanding subparagraph 7.3 above, the Maintenance Assessment will be due immediately upon the sale of a Lot if such sale occurs before January 1, 2000 (prorated on a calendar year basis).
- 7.5 Once Tract 16 has been subdivided as aforesaid, the obligation for the payment of Maintenance Assessments not yet accrued will be further confirmed and imposed upon the Owner of each Lot created by the subdivision by appropriate Deed Restrictions similar to those imposed on other lands previously platted in the Springhurst development. A copy of the record plat of subdivision and the recorded Deed Restrictions (and any amendments thereto) shall be sent to the HOA.

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#### ARTICLE 8. - TRACT 17

The Sellers hereby impose the following restrictions upon Tract 17 in favor of Zaring, its successors and assigns:

- 8.1 Tract 17 is hereby restricted for use only for owner-occupied residential structures.
- 8.2 Upon the first conveyance of each Lot in Tract 17 (excluding, if applicable, any conveyance by Sellers pursuant to a single transaction of all or substantially all of the Lots in Tract 17), to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, the respective Owners purchasing such Lots shall each pay the HOA a non-refundable initial assessment in the amount of \$250 to be collected at such closing. This initial assessment shall be used as working capital for the HOA and is not collected in lieu of any installments of the annual assessment.
- 8.3 Beginning January 1, 1999, the Owners of each Lot in Tract 17 other than Sellers shall pay to the HOA the annual Maintenance Assessment. If the owner of Tract 17 has not subdivided that property before January 1, 1999, it will not be responsible for the payment of any Maintenance Assessment until that property is subdivided and a Lot is sold as provided in the next sentence. When each Lot is sold to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, the purchaser of such Lot will be required to pay the initial \$250 assessment as well as the Maintenance Assessment (prorated on a calendar year basis).
- 8.4 Notwithstanding subparagraph 8.3 above, the Maintenance Assessment will be due immediately upon the sale of a Lot to a person or entity purchasing such Lot for the purpose of occupying a structure constructed on such Lot, if such sale occurs before January 1, 1999 (prorated on a calendar year basis).
- 8.5 Once Tract 17 has been subdivided as aforesaid, the obligation for the payment of Maintenance Assessments not yet accrued will be further confirmed and imposed upon the Owner of each Lot created by the subdivision by appropriate Deed Restrictions similar to those imposed on the other lands previously platted in the Springhurst development. A copy of the record plat of subdivision and the recorded Deed Restrictions (and any amendments thereto) shall be sent to the HOA.

#### ARTICLE 9. - FURTHER AGREEMENTS

9.1 Zaring will not object to:

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- A. any rezoning (or other similar or related regulatory change) of the Tract 10 Revised to either commercial office or retail commercial use;
- B. any request for rezoning (or other similar or related regulatory change) of Tract 15, or any part of Tract 16 at a distance greater than 350 feet from the division line between Tract 16 and the Zaring Property provided that, after giving effect to such rezoning, the applicable Tract will continue to be zoned for residential uses and otherwise satisfies Article 4; or
- C. replatting of Tracts 14, 16 or 17 provided that density of development on such tracts is not greater than thirty-seven (37) Lots and/or units, sixty-five (65) Lots and/or units and eighty (80) Lots and/or units, respectively.
- 9.2 Should all or any parts of Tracts 14, 17 or any part of Tract 16 within a distance of 350 feet from the division line between Tract 16 and the Zaring Property be marketed by either Mid-America and/or BOK as land to be developed for traditional single-family detached housing (patio homes or zero lot line developments shall not be considered traditional single-family detached housing), then the owner(s) of such tracts shall provide Zaring a 30-day first opportunity to acquire such single-family residential area.
- 9.3 Zaring and each of the owners of the Innovative Tracts will cooperate with each other in the development of the portions of the Springhurst property owned by them, respectively, including entering into agreements pertaining to access, drainage and similar matters as the other reasonably may request from time to time and which do not unreasonably burden the property of the party to which the request is made or obligate such party to the expenditure of money except in de minimis amounts.

#### ARTICLE 10. - MISCELLANEOUS PROVISIONS

- 10.1 Entire Agreement. This Declaration, including all exhibits to this Declaration, which are deemed to be incorporated by reference as if fully set forth at length in this Declaration, constitutes the entire written understanding of the parties and supersedes all oral and written understandings of the parties, all of which are deemed to be merged into this Declaration.
- 10.2 <u>Amendment</u>. This Declaration may be amended only by a recorded instrument executed by the owner(s) of each Innovative Tract affected by the amendment, and Zaring (or the HOA if Zaring has turned over control of the HOA to the Class A Members). Zaring shall be entitled to assign to the HOA or to any other party by a separate recorded instrument all or a portion of the rights and benefits contained in this Declaration which are reserved to Zaring

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without having to execute an amendment to this Declaration. Any amendment to this Declaration shall be effective upon recordation.

- 10.3 <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflict of laws rules.
- 10.4 <u>Time of Essence</u>. Time shall be of the essence in the performance by the parties of their respective obligations under the terms of this Declaration and in the payment of all Maintenance Assessments due hereunder.
- 10.5 **Notices**. All notices, requests, consents and other communications under this Declaration must be in writing and must be [a] mailed by first class certified mail, [b] sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, or [c] delivered in person against receipt. Notices given by certified mail will be deemed given at the time of certification, and notices given by any other permitted means will be deemed given at the time of receipt of the notice.
- 10.6 <u>Conflicts</u>. In the case of any conflict between this Declaration and any deed restrictions or other instruments filed by the owner(s) of the Innovative Tracts or by Zaring or the HOA, this Declaration shall control.
- 10.7 Covenants Running with the Land. This Declaration and the covenants herein are for the benefit of and shall be binding upon Zaring and the HOA and the owners of the Innovative Tracts and their respective successors and assigns and run with the land and, without limitation of the foregoing, shall be binding upon all parties acquiring an interest in the Innovative Tracts and shall be deemed automatically imposed upon each successive owner of any portion of the Innovative Tracts.

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

#### "SELLERS":

BOK PROPERTIES, INC.

MID-AMERICA PROPERTY HOLDINGS, INC.

By: A. Stephen Cooper, President

F. E. Warren, Jr., Vice

President

#### "ZARING":

ZARING HOMES KENTUCKY LLC, a
Kentucky limited liability
company

By: Zaring Holdings, Inc., its Manager

By:

Ronald G. Gratz, Treasurer

THIS/INSTRUMENT PREPARED BY:

Michael B. Vincenti, Esq. Wyatt, Tarrant & Combs

2700 Citizens Plaza

Louisville, Kentucky 40202

(502) 589-5235

COMMONWEALTH OF KENTUCKY )

SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this day of September, 1996, by F. E. Warren, Jr., as Vice President of Mid-America Property Holdings, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

Notary Public

COMMONWEALTH OF KENTUCKY )

SS

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this day of September, 1996, by A. Stephen Cooper, as President of BOK Properties, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

Notary Public

COMMONWEALTH OF KENTUCKY )

: SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 17 day of September, 1996, by Ronald G. Gratz as Treasurer of Zaring Holdings, Inc., an Ohio corporation, on behalf of said corporation as Manager of Zaring Homes Kentucky LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires:

Notary Public

#### Attachments:

Exhibit A - Preliminary Minor Subdivision Plat

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EXHIBIT A Subdivision Plat

124626

Document No: 1996124626

Lodged By: CLT

Recorded On: Sep 18, 1996 09:08:42 A.M.

Total Fees:

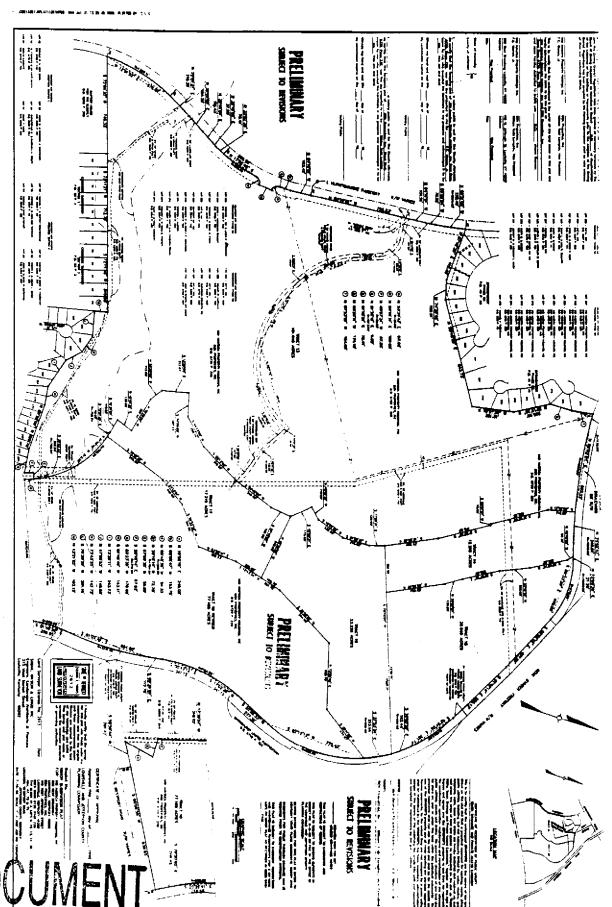
\$36.00

Transfer Tax:

\$.00

County Clerk: Rebecca Jackson

Deputy Clerk: 6L0RIA



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