

13.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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COOPER FARMS INNOVATIVE SECTION III

PLAT AND SUBDIVISION BOOK

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Cooper Farms is made by Cooper Farms, a Kentucky General Partnership, 101 North Seventh Street Louisville, Kentucky 40202 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additions as may be made pursuant to Article I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- PROPERTY SUBJECT TO THIS
DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 106 through 160 inclusive, as shown on the plat of Cooper Farms Innovative Section III, of record in Plat and Subdivision Book, 45 Page 64, in the office of the clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Developer by Deed dated 06/10/94 of record in Deed Book 6464, Page 247 in the office of the Clerk of Jefferson County, Kentucky, and by deed dated 06/07/94 of record in Deed Book 6464, Page 250, in the office of the clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

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(a) Additions in Accordance with a General Plan of Development.

Developer intends to make this section containing 55 lots a part of a larger community to be developed in accordance with current plans and known as Cooper Farms Innovative. Additional land described in instruments recorded in Deed Book 6464, Page 247, Deed Book 6464, Page 250, and Deed of Correction recorded in Deed Book 6532, Page 558, in the Office of the Clerk of Jefferson County, Kentucky, may be included by the Developer as other sections of Cooper Farms Innovative within 20 years from

_____. Developer reserves the right to create cross easements and to restrict all the properties according to the terms of this Declaration. The common areas initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common area allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the office of the Clerk of Jefferson County, Kentucky a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development may be annexed to Cooper Farms Innovative by Developer.

ARTICLE II - USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Yard Ornaments.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fence height, if approved, may only be 72" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl.

(d) No aboveground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.

(f) No ornamental yard objects, statuary or sculpture, etc. shall be placed on any lot unless its design and placement are approved in writing by Developer.

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Section 6. Duty to Maintain Lot.

(a) From and after the date the owner takes title to the single family residence it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts.

Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

Section 8. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1, a new house may be used by a builder thereof as a model home for display or for the builder's own office.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash.

(a) No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

(b) The Developer shall seek bids for solid waste removal (garbage service) and contract with only one solid waste management company (garbage company) to provide service to Cooper Farms Innovative Community Section III and all residents thereof. After Developer surrenders control to the Community Association, said association shall contract solid waste management company (garbage company). It shall be the responsibility of each lot owner to contract directly with the approved solid waste management company (garbage company) with neither Developer or Community Association acquiring any liability for the payment of said service.

Section 12. Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 13. Rules for common Area. The Community Association is authorized to adopt rules for the use of the common area and such rules shall be furnished in writing to the lot owners.

ARTICLE III -- ARCHITECTURAL CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations; (iii) the type of exterior material; and (iv) the location and size of the driveway (which shall be either asphalt or concrete), shall have been approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings.

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae) and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials; Roof; Builder; Paint Colors.

(a) The exterior building material of all structures shall extend to ground level and shall be either drivit (stucco), brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) In the event Cooper Farms Innovative should decide to allow other general contractors to build homes, the general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

(c) The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Developer or its successor (including the Community Association).

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The ground floor area of a one story house shall be a minimum of 1100 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 900 square feet, exclusive of the garage.

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(c) The ground floor area of a two story house shall be a minimum of 700 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No Structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Lots with building limits at the rear or side bordering on Mt. Washington Road will only adhere to front building limits. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carport.

(a) The openings or doors for vehicular entrances to any garage located on a lot may face the front lot line. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. Detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

(b) No carport shall be constructed on any lot.

Section 6. Landscaping; Sidewalks; Driveways; Trees.

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot.

(c) Each lot owner shall concrete or asphalt the driveway provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.

(d) Upon construction of a residence, the owner shall cause to be planted a tree (at least three inches in diameter) in the front yard of the lot. No tree shall be removed from any lot without the prior written approval of Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts.

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Section 7. Mail and Paper Boxes; Hedges. No mail box paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer.

ARTICLE IV -- COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all non-residential lots and areas, which are shown on any recorded final subdivision plat within any portion of Cooper Farms Innovative made subject to the Community Association, together with all recreational facilities and other improvements owned or to be owned by the Community Association. Although constructed in an area dedicated to public use, the entranceway to Cooper Farms Innovative is also part of the common area subject to maintenance by the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to borrow money for the purpose of improving the common area or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area;

(b) The right of the Community Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 13, and so long as additions are permitted under Article I, Section 2(a).

Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Community Association can not amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority.

Section 4. Assessments: Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association (i) annual assessments or charges, and (ii) special assessments for capital

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improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Community Association, incurred over and above assessed amounts payable to the Community Association by the lot owners, until Developer transfers control of the Community Association. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 5. Purpose of Assessments.

(a) The assessments levied by the Community Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Community Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common area

Anything to the contrary herein notwithstanding, the Community Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting Cooper Farms, as permitted in this Declaration.

Section 6. Maximum Annual Assessment.

(a) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 7. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Community Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related

thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Bylaws.

Section 8. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 12. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 13. Fees for Subdivision Fund. Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of the Community Association.

Every lot owner, except Developer, shall pay an annual fee of \$200.00 per lot. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

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Section 14. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Transfer of control by Developer no later than 20 years from the date of the sale of the first lot to a lot owner other than Developer; or

(ii) When ninety percent of the lots which may be developed on the property described in Article I have been sold by Developer.

ARTICLE V - CLUBHOUSE and POOL/HEALTH FACILITY

Each lot owner in Section III of Cooper Farms Innovative Subdivision, in addition to being a member of the Cooper Farms Innovative Section III Community Association, Inc., shall also be a member of the Cooper Farms Club House and Pool/Health Facility constructed as an amenity to said subdivision. The dues for said membership shall be billed separately from the dues billed by the Cooper Farms Innovative Section III Community Association, Inc. Further, said facility shall be separately incorporated and shall bill its dues separately from the Cooper Farms Innovative Section III Community Association, Inc.

Non-payment of said dues by any member shall allow the separate corporation formed to own and manage said facility the right to file a lien against any lot owner of Section III for the non-payment of said dues. Said lien shall not be superior to any mortgage. Further, said dues shall be set by the Board of Directors of said corporation from time to time and shall be designed to reasonably reflect the cost of operation of said facility including, but not limited to, reasonable management fees.

ARTICLE VI - - GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Section 3. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods to ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Anything to the contrary herein notwithstanding, the Homeowners Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

Section 4. Invalidation. Invalidation of any one of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

Section 5. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 6. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Community Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws.

Section 7. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

WITNESS the signature of Developer by its duly authorized partner on this 12th day of July, 1999.

COOPER FARMS, a Kentucky General Partnership

By: [Signature]

Title: Partner

COMMONWEALTH OF KENTUCKY)

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COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 12, 1999, by Roger Allen, general partner of Cooper Farms, a Kentucky General Partnership.

Susan S. Uttech
Notary Public
Notary Public, State at Large, KY
My commission expires Jan. 16, 2002
Commissions expires: _____

WITNESS the signature of Developer by its duly authorized partner on this 13th day of July, 1999.

COOPER FARMS, a Kentucky General Partnership

By: [Signature]
Title: Partner

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 13, 1999, by Donald J. Cook, general partner of Cooper Farms, a Kentucky General Partnership.

Recorded in Plat Book
No. 45 Page 64
Part No. _____

Susan S. Uttech
Notary Public
Notary Public, State at Large, KY
My commission expires Jan. 16, 2002
Commissions expires: _____

This document was prepared by: Donald J. Cook
Signature: [Signature]

Document No.: DN1999116153
Lodged By: COOPER FARMS
Recorded On: 07/14/1999 09:52:50
Total Fees: 32.00
Transfer Tax: .00
County Clerk: Bobbie Holclaw
Deputy Clerk: DENKIN

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