

WARREN COUNTY
D866 PG 846

DECLARATION OF RESTRICTIVE COVENANTS
FOR
ASHMOOR PARKE SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published by Joe Daniel Developments, LLC, (herein, the "Declarant" and/or the "Developer");

WHEREAS, the Declarant is the owner of real property described on Exhibit "A" attached hereto and incorporated herein by reference, a plat of a portion of which is of record in Plat Book 35, Page 46-47 in the Warren County Court Clerk's office for Warren County, Kentucky;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of Ashmoor Parke Subdivision; and

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future owners and occupants of or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Ashmoor Parke Subdivision.

NOW, THEREFORE, Declarant, as legal title holder of Ashmoor Parke Subdivision and for the purposes set forth above and further hereinafter set forth, declares as follows:

ARTICLE I

Definitions

The following words when used in this Declaration or any supplemental or amended declaration hereto (unless the context shall prohibit such) shall have the following meanings:

(a) "Association" shall mean and refer to Ashmoor Parke Subdivision Homeowners' Association to be organized as set forth and as provided for herein.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Building" shall mean and refer to the single-family residential building which may be built on each lot.

(d) "Common Area" shall mean and refer to any and all portions of the subdivision as now or hereafter shown on a plat which is not a portion of a platted building lot.

(e) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to Ashmoor Parke Subdivision and which is recorded in the office of the Warren County Court Clerk in Bowling Green, Kentucky.

(f) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat.

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(g) "Majority of Owners" shall mean and refer to the holders of more than sixty-six and two-thirds percent (66 2/3%) of the total votes of the Members.

(h) "Member" shall mean and refer to any person or persons who shall be an Owner, and as such shall be a Member of the Association.

(i) "Ashmoor Parke Subdivision" shall mean and refer to that certain residential community known as Ashmoor Parke Subdivision, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and described in Exhibit "A" attached hereto and incorporated herein by reference.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is part of Ashmoor Parke Subdivision, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(k) "Plat" shall mean and refer to the Plat of Ashmoor Parke Subdivision, of record in Plat Book 35, Page ~~46-47~~ in the office of the Warren County Court Clerk, and any additional or amended plans filed with regard to Ashmoor Parke Subdivision.

(l) "Person" shall mean and refer to a natural person, as well as corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(m) "Property" or "Properties" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II

Properties Subject to this Declaration

SECTION ONE. Subjection of the Properties to Declaration. The Declarants, as legal title holders in fee of the Properties, hereby submit and subject the Properties to the provisions of this Declaration. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Lot, by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

ARTICLE III

Architectural and Engineering Control

SECTION ONE. Approval of Plans and Specifications. No building, fence, gazebo, outbuilding, wall, pool, or other structure of any type (including a detached garage) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind,

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shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Developer, or by the Association after the transfer of architectural control to the Association, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration. The Developer shall, at its sole discretion, retain the right to disapprove building plans that it does not feel are in harmony with the intended design of the Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. After Developer shall have conveyed title to all Lots, the architectural control shall be vested in the Association, or in an architectural committee composed of three (3) or more members of the association appointed by the Association. In the event said Developer, Association, or Association's designated committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with. The Developer, or after the delivery of architectural control to the Association or its architectural committee, said Association or committee, may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No building shall be constructed except in accordance with the plans and specifications approved by the Developer or the Association.

SECTION TWO. Construction and Foundation Location Approval. The Owner, prior to the commencement of construction, shall cause a licensed surveyor or licensed engineer to locate the building on the Lot in accordance with the site plan submitted and approved as set forth in Section One of this Article.

SECTION THREE. Building Materials. Foundations shall be either brick or stone, or a combination of both, and shall extend to the ground level. No split-faced block shall be allowed as a building material. All residences shall be a minimum of fifty (50%) percent brick construction which must extend to grade so that no concrete or foundation walls are visible. However, Developer recognizes that the appearance of other building materials (such as stucco type material) may be attractive and innovative, and reserves the right, to the Developer and to the Association after architectural control is vested in the Association, to approve in writing the use of other exterior building materials. Brick, outside trim, color and roof color must be approved by Developer in writing.

SECTION FOUR. Minimum Floor Areas. The ground floor area of a one-story house shall be, exclusive of garages and porches, a minimum of 1,600 square feet. Residences which are 1-1/2 stories or 2 stories shall have a minimum of 1,200 square feet on the first floor, exclusive of garages and porches. The floor areas referred to in this section are those areas that are heated and cooled finished living space, and shall not include finished basement areas, even if said areas are heated and cooled.

SECTION FIVE. Landscaping, Driveways. All driveways shall be surfaced with concrete and must be finished within ninety (90) days of occupancy of the residence. No asphalt, gravel or dirt driveways shall be permitted. After the construction of a residence, the Owner shall within sixty (60) days grade, seed, and straw or sod the entire Lot and the unpaved right of way of any abutting streets and install foundation landscaping in keeping with the character of the surrounding Lots. Provided, however, that this section shall not prohibit gardens in the rear yards or decorative flower beds.

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SECTION SIX. Mail and Paper Boxes. Each Lot shall be serviced by a mail and paper box. The mail and paper box shall be constructed of a common design as approved and specified by the Developer, or by the Association after architectural control shall have been transferred to the Association.

SECTION SEVEN. Drainage and Culverts. Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Neither Owners shall be permitted to change the ditch line and elevation as approve by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the Plat in such a manner as the streets will not be disqualified for acceptance into the road system of Warren County.

SECTION EIGHT. Garage Construction. All homes are required to have a minimum of a two- car garage.

SECTION NINE. Fences. Fences in the Subdivision shall be constructed in a limited number of designs and building materials as furnished and approved by the Developer or by the Association after architectural control shall have transferred to the Association.

SECTION TEN. Architectural Control. Notwithstanding any other provision herein the Developer may at any time relinquish architectural control and transfer architectural control to the Association (which may thereafter designate its architectural committee) by notifying the Association, in writing, of the Developer's decision to transfer architectural control.

ARTICLE IV

Use Restrictions

SECTION ONE. Land Use; Buildings. 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, not to exceed two and one-half (2 1/2) stories in height, excluding the basement, a garage, and an approval auxilliary building or out building, and which shall contain a private two (2) car garage, or approved fences, pools and related improvements all of which must be approved in advance as provided in Article V. Any out building or auxiliary building must be constructed of the same materials as the principal structure on the lot and have a roof with a pitch of at least 6/12.

SECTION TWO. Setbacks. No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines shown on the Plat, for said respective lot.

SECTION THREE. 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.

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SECTION FOUR. Use of Other Structures and Vehicles.

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

(b) No outbuilding, trailer, recreational vehicle, bus, 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, recreational vehicle, bus, boat, truck, or commercial vehicle shall be parked or kept on any lot at anytime unless housed in a garage or basement. No automobile, trailer, recreational vehicle, bus, or boat which is inoperable shall be parked or kept for longer than 24 hours on any Lot (except in the garage) or on any street. No trailer, boat, truck, or any other motorized or non-motorized vehicle except an automobile, shall be parked on any street in the subdivision for a period in excess of forty eight (48) hours.

SECTION FIVE. Animals. No animals, including reptiles, livestock or poultry or 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 that they are not kept, bred, or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet.

SECTION SIX. Clothes Lines. No outside clothes lines shall be erected or placed on any Lot.

SECTION SEVEN. Business Home Occupations. No trade business profession or occupation of any kind shall be conducted on any Lot except that owners occasional may receive the business calls at their home. Nothing shall be done on any Lot which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within six (6) months from completion of the house.

SECTION EIGHT. 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 eight (8) square feet; except that Developer shall have the right to erect larger signs when advertising the development. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

SECTION NINE. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or by means of a screening wall or material similar with that of the building or by sufficient landscaping to provide a permanent screen at all times of the year. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as not to be visible from streets or lots. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any

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Owner shall fail or refuse after a thirty day notice delivered or mailed to his last known address to keep his lot free of such unsightly growths or objects, the Developer or the Association may enter upon the Lot and remove the same at the expense of the Owner and such entries shall not be deemed as trespass. Any cost or expense so advanced shall be and become a lien on the Lot which shall be collectible and enforceable as an unpaid assessment.

SECTION TEN. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; any all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

SECTION ELEVEN. Repair of Vehicles. No vehicles of any type shall be parked on a Lot for purposes of accomplishing repairs thereto or the reconstructions thereof. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

ARTICLE V

Exterior Maintenance

It shall be the duty of each 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. Grass on Vacant Lots shall not be allowed to grow more than 15 inches before mowing is required and grass on occupiers shall not be allowed to grow to more than 10 inches before mowing is required. Should any Owner fail to do so, then in addition to maintenance upon the area designated as a Landscape easement, the Association shall be authorized to perform exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

ARTICLE VI

Easements

Permanent easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. A temporary construction easement twenty-five (25) feet to each side of any easement shown on the Plat is reserved for the use of Developer until such time as all improvements in the Subdivision have been dedicated to and accepted by the appropriate governmental authority. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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ARTICLE VII

General Provisions

SECTION ONE. Enforcement; Lien. The Association, the Developer, or any Owner (except in a case where this Declaration specifically authorizes action by the Developer or the Association) shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, Developer, or the Association after architectural control shall have transferred to the Association, may take such action as is necessary to comply therewith, and the Owner, within thirty (30) days of written demand, shall reimburse Developer and/or the Association for the expense incurred. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorneys fees, and other fees and expenses, shall constitute a lien on the lot and the Developer and/or Association may, but shall not be required to, file a notice of such lien in the office of the Warren County Court Clerk. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

SECTION TWO. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION THREE. Amendment. The Developer shall have the authority to amend this Declaration at any time, so long as the Developer remains an owner of any portion of the Property. This Declaration may be amended by an instrument signed by not less than 85% of the Owners of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded and shall only be effective when placed of record in the appropriate public records of Warren County, Kentucky. For purpose of this section, the Developer shall be deemed to be the owner of three (3) Lots for every whole acre of the Property for which a subdivision into lots has not yet occurred.

SECTION FOUR. Rights and Obligations. Each Grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Lot Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. All rights, benefits, and privileges of every character imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

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ARTICLE VIII

The Association

SECTION ONE. **Membership.** The Owner of any Lot, including the Declarant and the Developer, upon acquiring record title, shall automatically then become a member of the Association and shall remain a member until he is no longer the record title Owner of said Lot for any reason, at which time his membership in the Association shall automatically cease. Membership is mandatory upon acquisition of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION TWO. **Voting.**

(a) Number of Votes. The Association shall have two (2) classes of voting membership:

i. Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot must be cast as a unit; and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves, then they shall lose their vote.

ii. Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Developer, and Developer shall be deemed to be the owner of three (3) Lots for every whole acre but for which a subdivision into lots has not yet occurred. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

B. Whenever, in its discretion, the Developer so determines.

SECTION THREE. **Duties of the Association.** In addition to the powers delegated to it by the heretofore mentioned Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas.

(b) Assessments. To levy assessments on the Owners of Lots, and to enforce payment of such assessments.

(c) Rights of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof.

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ARTICLE IX

Covenant for Maintenance Assessments

SECTION ONE. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay such Assessments as may be assessed hereunder and under the Bylaws of the Association. Any Assessment, and any other obligation of a lot owner to pay money to the Developer and/or Association, when established, shall, together with any reasonable attorney's fees, court costs, and other fees and expenses incurred by the Association in connection with collection and enforcement of same, shall become a charge with the land, and constitute a lien upon the Lot. In the event any assessment remains unpaid for a period of thirty (30) days after written notification from the Association to the Lot owner the assessment is due, the Association shall be entitled, but not required, to place a Notice of Lien with respect to said assessment on said Lot of record in the Office of the Warren County Court Clerk. Any lien created by the Declaration shall be deemed to be subordinate to any mortgage granted by a lot owner to a lender.

SECTION TWO. Annual Assessments. From and after the date of the sale of the first Lot to anyone other than the Developer, the Association shall set an annual assessment which shall be paid by all Owners, in advance, prorated so that the due date of the assessment for each subsequent year shall be January 1st. No assessment shall be due for the year 2003. The first billing cycle shall be January 1, 2004, for the year of 2004, at which time the first annual assessment shall be set at \$75.00. The annual assessment shall be paid by all Owners, said assessment taking into consideration current costs and those future needs which the Association decides to meet. Developer shall not pay an annual assessment on the Lots it owns.

SECTION THREE. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy percent (70%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present. Such special assessments shall be due and payable on the date or dates which are fixed by the Resolution authorizing such special assessment.

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ARTICLE X

Execution by Declarant

Joe Daniel Developments, LLC, has executed this Declaration of Restrictive Covenants because of their ownership interests in the real property constituting Ashmoor Parke Subdivision, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

This 15TH day of August, 2003.

JOE DANIEL DEVELOPMENTS, LLC

By: Joe Daniel
Joe Daniel, Member

COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

Acknowledged before me this 15 day of August 2003, by Joe Daniel, Member of Joe Daniel Developments, LLC, a Kentucky limited liability company, named above to be his free act and deed, on behalf of the company.

Mary Beth Burton
Notary Public, State-at-Large
My Commission Expires: 7-19-06

PREPARED BY:

BELL, ORR, AYERS & MOORE, P.S.C.
P.O. Box 738
1010 College Street
Bowling Green, KY 42102

By: Kevin C. Brooks
Kevin C. Brooks

TRACT NUMBER I:

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PARCEL NO. I:

A certain tract of land located in Warren County, Kentucky, beginning at a stone at the terminus of a public road leading from the Scottsville Pike to the entrance to the Mary Ann Shields home place; thence 3 N. 87 W. 890 feet to a stone; thence to the left S. 6 ¾ E. 99 feet to a stone in an old pond now dry; thence to the right N. 88 ¼ W. 436 feet to a fence post, corner of J. C. Moss; thence to the left and with the Moss line S. 9 ¼ E. 2140 feet to a stone, corner of Moss; thence to the left and with a line of the 40.18 acre tract of J. B. Moss, N. 76 ¼ E. 640 feet to a stone, corner of said 40.18 tract; thence with a line of Milton Rose N. 74 ½ E. 901 feet to a fence post, a corner; thence to the left N. 22 ½ W. and with a line of L. E. Pitcock 1862 feet to the beginning, containing 69.50 acres, more or less.

PARCEL NO. II:

A certain tract of land located in Warren County, Kentucky, about two miles south of Bowling Green on the Smallhouse and Three Springs Road beginning at the corner of Mary Ann Shields land, S. 88 ½ E. 545 feet to a stone, corner of Shields and Moss; thence E. 91 feet with another line of Mary Ann Shield's (now Smith) property to corner of Simon Lockhart; thence N. with Simon Lockhart's line to the corner of Simon Lockhart and Curtis Lockhart; thence with Curtis Lockhart's line to a stone in Curtis Lockhart and J. C. Moss' line; thence in a straight line to the beginning, containing 1 1/8 acres, more or less.

TRACT NUMBER II:

BEGINNING at a point, said point being located in the East line of Lot 70 of the Ridgewood Estates Subdivision, Section Three (3) as recorded in Plat Book 26, Page 111 in the Office of the County Clerk of Warren County, Kentucky, said point of beginning also being located in the South right-of-way of Aquarius Way, South 09 degrees 00 minutes 36 seconds West, 25.00 feet from an iron pin found "KY1838" located in the South right-of-way line (fifty foot right-of-way) at the terminus of Aquarius Way in Bowling Green, Kentucky; thence a line with Aquarius Way, the next three (3) calls as follows: South 80 degrees 59 minutes 24 seconds East, 85.00 feet to a point; North 09 degrees 00 minutes 36 seconds East, 100.00 feet to a point; North 80 degrees 59 minutes 24 seconds West, 85.00 feet to a point in the East line of Lot 71 of the Ridgewood Estates Subdivision, Section Three (3); thence a line with the East line of said lot and then with Lot 89 of said subdivision, North 09 degrees 00 minutes 36 seconds East, 187.37 feet to an iron pin set with one (1) inch cap stamped "T LUCAS KY 3569" in the line of Lot 89 and being the Southwest corner of a tract as conveyed to Barry Woosley, et ux, as recorded in Deed Book 787, Page 96 in the aforementioned County Clerk's Office; thence a line with Barry Woosley, et ux, North 85 degrees 21 minutes 31 seconds East, 446.57 feet to an iron pin set, corner to Barry Woosley, et ux, and a tract conveyed to Robert C. Manning as recorded in Deed Book 597, Page 371 in the aforementioned County Clerk's Office; thence a line with Robert C. Manning, South 03 degrees 26 minutes 40 seconds East, 876.34 feet to an iron pin set, corner to Robert C. Manning and being located in the line of a tract conveyed to Robert Larmon, Jr., et al, as recorded in Deed Book 719, Page 537 in the aforementioned County Clerk's Office; thence a line with Robert Larmon, Jr., et al, South 78 degrees 13 minutes 45 seconds West, 169.91 feet to a twenty-four (24") inch Hackberry, corner to Robert Larmon, Jr., et al, and also corner of a tract conveyed to Evelle Moss as recorded in Deed Book 719, Page 418 in the aforementioned County Clerk's Office; thence a line with Evelle Moss, North 59 degrees 31 minutes 33 seconds West, 952.17 feet to a point, said point is located South 28 degrees 11 minutes 11 seconds East from a disturbed iron pin found "KY 1838", said point being the Northeast corner of Lot 54 of the Ridgewood Estates Subdivision, Section Two (2) as recorded in Plat Book 25, Page 137 in the aforementioned County Clerk's Office and being in the South line of Lot 66 of the Ridgewood Estates Subdivision, Section Three (3); thence a line with Lots 66, 67, 68, 69, and 70 of said subdivision, the next two (2) calls as follows: South 80 degrees 58 minutes 22 seconds East,

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422.04 feet to an iron pin found "KY 1838"; North 09 degrees 00 minutes 36 seconds East, 174.95 feet to the Point of Beginning and containing 10.244 Acres.

The above description was prepared from a physical survey performed on October 22, 2002 under the direction of Thaddaeus J. Lucas, Kentucky Licensed Professional Land Surveyor Number 3569 and is subject to all easements and right-of-ways of record and in existence.

TRACT NUMBER III:

BEGINNING at a point, said point being an iron pin set with one (1) inch cap stamped "T LUCAS KY 3569", the Southwest corner of a tract conveyed to Robert C. Manning as recorded in Deed Book 597, Page 371 and the Southeast corner of a tract conveyed to Owen Lawson, et ux, and James Moss, et ux, as recorded in Deed Book 801, Page 391 in the Office of the County Clerk of Warren County, Kentucky, said point of beginning also being located South 03 degrees 14 minutes 40 seconds East, 2,216.48 feet from an iron pin found, the Northwest corner of said Robert C. Manning and being the Northeast corner of the Twin Elms Subdivision Section Two (2) as recorded in Plat Book 14, Page 9 in the aforementioned County Clerk's Office, said iron pin found being located in the South right-of-way (sixty foot right-of-way) line of Grider Pond Road approximately 0.5 miles East of Smallhouse Road in Bowling Green, Kentucky; thence a line with Robert C. Manning, North 82 degrees 13 minutes 17 seconds East, 843.81 feet to an iron pin set, corner common to Robert C. Manning and to a tract conveyed to Deborah Lee Roe and Jennie Roe as recorded in Deed Book 437, Page 413 in the aforementioned County Clerk's Office; thence a line with Deborah Lee Roe and Jennie Roe, South 55 degrees 44 minutes 17 seconds East, 294.86 feet to an iron pin set in said line, and being corner of a tract conveyed to Milton D. Roe, et al as recorded in Deed Book 659, Page 849 in the aforementioned County Clerk's Office; thence a line with Milton D. Roe, et al, South 39 degrees 31 minutes 30 seconds West, 775.75 feet to an iron pin set in said line, a new corner to Robert Larmon, Jr., et al; thence along a new division line crossing Robert Larmon, Jr., et al, North 42 degrees 01 minutes 49 seconds West, 875.30 feet to the Point of Beginning and containing 9.622 Acres.

The above description was prepared from a physical survey performed on October 22, 2002 under the direction of Thaddaeus J. Lucas, Kentucky Licensed Professional Land Surveyor Number 3569 and is subject to all easements and right-of-ways of record and in existence.

This is the same property conveyed to Joe Daniel Developments, LLC, a Kentucky limited liability company, by Joe Daniel Construction Company, Inc., a Kentucky corporation, by deed dated April 14, 2003, of record in Deed Book 859, Page 862, in the office of the Clerk of the Warren County Court.

DOCUMENT NO: 454551
 RECORDED ON: AUGUST 20, 2003 10:17:54AM
 TOTAL FEES: \$27.00
 COUNTY CLERK: DOROTHY OMENS
 COUNTY: WARREN COUNTY
 DEPUTY CLERK: CARLA HILL
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