

**DECLARATION OF
COMMON AREA MAINTENANCE AGREEMENT,
EASEMENTS AND RESTRICTIONS
PROVIDENCE PLACE, SECTION 2**

THIS DECLARATION of COMMON AREA MAINTENANCE AGREEMENT, EASEMENTS AND RESTRICTIONS, PROVIDENCE PLACE, SECTION 2 (hereinafter "Declaration") is made and entered into this 8th day of September, 2016, by **ANDERSON-RAMSEY, LLC**, a Kentucky limited liability company, having a business address of 1720 Sharkey Way, Suite 100, Lexington, Kentucky 40511 (hereinafter "Anderson-Ramsey"), **ANDERSON ACQUISITIONS, LLC**, a Kentucky limited liability company, having a business address of 1720 Sharkey Way, Suite 100, Lexington, KY 40511 (hereinafter "Acquisitions") and **ANDERSON COMMUNITIES, INC.**, a Kentucky corporation, having a business address of 1720 Sharkey Way, Lexington, Kentucky 40511 (hereinafter "Developer"); and **PROVIDENCE BUSINESS CENTER, LLC**, a Kentucky limited liability company, having a business address of 1720 Sharkey Way, Suite 100, Lexington, KY 40511 (Hereinafter "PBC").

WITNESSETH:

WHEREAS, Anderson-Ramsey, is the record owner of Lots 9 and 10, as shown on that certain Preliminary Subdivision Plan DP 2004-66 which was recertified on February 1, 2013, and Lots 17, 18, and 21, as shown on that certain Preliminary Subdivision Plan DP 2004-67 which was recertified on March 26, 2013, copies of which are attached hereto as Exhibit "A" and the record owner of Lot 22 as shown on the certain plat of record in Plat Cabinet R, 470 in the Fayette County Clerk's Office, collectively constituting approximately 66 acres; and

WHEREAS, Acquisitions is the record owner of the Lot (identified as 2050 Newtown Pike) as shown on that certain plat of record in Plat Cabinet R, Slide 421 in the Fayette County Clerk's Office, constituting approximately 7.70 acres; and

WHEREAS, PBC owns the Common Area (as defined below) identified on the Providence Business Center Plat; and

WHEREAS, the Developer plans on constructing, has constructed or is constructing improvements, including entrance features and landscaping, on the Property (as defined below) or which serve the Property, and desire to make provision for the common use and maintenance of portions of said property, more particularly described hereinafter; and

WHEREAS, the Developer has caused to be incorporated under the laws of the Commonwealth of Kentucky a nonprofit, non-stock corporation known as **Providence Place Owner's Association, Inc.** (the "Corporation") for the purpose of maintaining and administering the Common Area for the beneficial use by the members of the Corporation, administering and

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enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter set forth as reasonable to fulfill the purposes set forth herein; and

WHEREAS, Anderson-Ramsey, Acquisitions and Developer desire to subject the Property, including Lot 22, to the common area maintenance agreement, easements and restrictions, charges and liens contained in this Declaration, for the benefit of the Property, the Developer, the Corporation and the Owners (as defined below).

NOW, THEREFORE, Anderson-Ramsey, Acquisitions, and Developer declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, including, without limitation, the common area maintenance agreement, easements, restrictions, charges and liens hereinafter set forth, which are declared to be covenants running with the land.

ARTICLE 1 – DEFINITIONS

The following words, when used herein, shall have the following meaning, unless the context shall clearly prohibit same:

(1) "Common Area" shall mean and refer to the Scenic Resource Area easement running along Newtown Pike as shown on the Providence Business Center Plat, entrance details at Newtown Pike as shown on the Providence Business Center Plat, medians and right of way areas along Providence Parkway, and, shall include any future portions of the Property or features designated as Common Areas on any recorded plats or certified development plans. A plat of the property is attached as Exhibit "B", which more completely describes said Common Area as of the date hereof.

(2) "Corporation" shall mean the Providence Place Owner's Association, Inc., a Kentucky non-profit, non-stock corporation, which shall be the community association for this Property.

(3) "Consumer Price Index" shall mean the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers-Average All Cities or such other region as the city of Lexington, Kentucky may be a part of or as the Department of Labor may designate from time to time.

(4) "Developer" shall mean Anderson Communities, Inc., a Kentucky corporation, 1720 Sharkey Way, Lexington, Kentucky 40511.

(5) "Lot" shall mean and refer to any of the Lots as shown on the Plats, any lots into which the Lots are subdivided, any future portion of the Property that is subdivided into lots on a future plat, and the balance of the Property which has not been subdivided into lots.

(6) "Member" shall mean and refer to any Owner who is a Member of the Corporation, as provided herein.

(7) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, provided, however, the term "Owner" shall not mean or refer to any Person who holds an interest in a Lot simply as security for the performance of an obligation.

(8) "Person" shall mean any individual, corporation, company, partnership, trust, governmental authority or subdivision thereof, association or other entity.

(9) "Plats" shall mean and refer to the following plats and any amendments thereto or substitutes there

- i. Plat Cabinet R, Slide 421
- ii. Plat Cabinet R, Slide 470

(10) "Pro-Rata Share" shall mean the portion that the Property bears in acreage to all property benefitting from applicable Common Areas.

(11) "Property" shall mean and refer to the property identified on Exhibit "C", which is comprised of (i) Lots 9 and 10 as shown on the Preliminary Subdivision Plan Number 2004-66 and Lots 17, 18, and 21 as shown on the Preliminary Subdivision Plan Number 2004-66 (attached as Exhibit "A"), (ii) Lot 22 as shown on the plat in Plat Cabinet R, Slide 470 and (ii) the Lot (identified as 2050 Newtown Pike) as shown on the plat in Plat Cabinet R. Slide 421. The Property contains approximately 73.7 acres.

(12) "Providence Business Center Plat" shall mean and refer to that certain Amended Final Record Plat, Providence Place Tract 3, 2200 Newtown Pike, of record in Plat Cabinet N, Slide 521.

(13) "Requisite Independent Owners" means Owners of Lots constituting a majority of the Lots by acreage not owned by Anderson-Ramsey, Acquisitions, Developer, Dennis Anderson or any Person that is majority-owned, directly or indirectly, by Developer, Anderson-Ramsey, Acquisitions or Dennis Anderson.

ARTICLE 2 – PROPERTY

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Property.

ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every Person who is an Owner of record of fee simple or undivided interest in any Lot which is subject to this Declaration shall be a Member of the

Corporation, provided that any Person who holds an interest merely as security for the performance of an obligation shall not be a Member. If more than one Person is an Owner of any Lot, all such Persons shall be Members and the vote for such Lot shall be exercised by one of the Owners, as determined among the Owners of that Lot (except that if such Persons cannot determine who shall cast the vote, then there shall be no valid vote for that Lot).

Section 2. Voting Rights. The Corporation shall have one class of voting membership:

Class A - All Members shall be entitled to the number of votes equal to the acres of land in the Lot which they own, as such acreage is shown on the Plat for such Lot, calculated to three decimal places. For example, if a Lot contains 1.357 acres, then the Members who own that Lot shall be entitled to 1.357 votes.

Section 3. Formation. The Developer has caused the formation of the Corporation. The Corporation shall have such Articles of Incorporation, Bylaws and any other governing documents as the Developer may reasonably designate, which Articles of Incorporation, Bylaws and other documents must be consistent with this Declaration.

ARTICLE 4 - EASEMENTS AND PROPERTY RIGHTS

Section 1. Providence Business Center Plat Common Area. The tract of land described by the Providence Business Center Plat contains Common Area features which provide a benefit to the Property. Therefore, the Owners of Lots in the Property shall contribute their Pro-Rata Share of the maintenance and upkeep of the entrance features along Newtown Pike and the Scenic Resource Area.

Section 2. Corporation's, Developer's and Members' Easement of use and enjoyment. The Corporation, its successors and assigns, the Developer, its successors and assigns, and every Member, its successors and assigns and its invitees and licensees, shall have a right and easement for use of, and benefit in and to the Common Area, and such easement shall be appurtenant to, and pass with the title to every Lot. This right and easement shall include, but not be limited to, the right to use utility easements as set forth on the Plats and future plats which may be recorded respecting the Property, the right to use the scenic resource easement, and other rights and easements as set forth in this Declaration. The Developer, in addition, shall have access to the Common Area, for so long as is necessary for the Developer to develop, construct, sell or otherwise dispose of or maintain any part of the Property, subject to this Declaration.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. Common Area and Purposes of Declaration. In addition to the powers and duties otherwise set forth in this Declaration, the Developer, during the Developer Control Period (as defined below), and the Corporation, after the Developer Control Period, is authorized and directed to make provision for the improvement, maintenance, repair, reconstruction, operation and use of the Common Area and to take such other actions as are deemed necessary, reasonable and desirable to accomplish the purposes set forth in this Declaration.

Section 2. Rules and Regulations. The Developer during the Developer Control Period and the Corporation after the Developer Control Period may adopt reasonable rules and regulations regarding the maintenance of the Lots and the activities which may be permitted or prohibited thereon (the "Rules and Regulations"). After the Developer Control Period, written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing to all Members at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of Members and person or by proxy entitled to cast 50% of all the votes shall constitute a quorum for this purpose. During the Developer Control Period the approval of the Members is not required.

ARTICLE 6 - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. 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 any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Corporation:

- A. Annual assessments or charges fixed, established and collected as hereinafter provided; and
- B. Special assessments for improvements, fixed, established and collected from time to time as hereinafter provided; and
- C. Charges for the breach by any Owner of the provisions of this Declaration, and
- D. Administrative costs of the Corporation, including reasonable accounting and attorneys' fees; and
- E. Such other charges validly imposed in accordance with this Declaration.

Any annual and/or special assessments made shall be assessed proportionately on each Lot, based on acreage. The annual and special assessments and such other charges, together with such late payment charges thereon and costs of collection thereof as hereinafter provided, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment and charge, together with such late charges thereon and costs of collection hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due, and of all successor Owners of such Lot.

Section 2. Purpose of Assessments. The assessments levied by the Corporation shall be used primarily for accomplishing those duties contemplated in this Declaration, and such other purposes as the Corporation shall deem necessary and appropriate to fulfill the purposes of this Declaration.

Section 3. Initial Assessment. The initial assessment shall start as of the date this Declaration is recorded in the Office of the Fayette County Clerk. The Corporation, acting through its Board of Directors may, from time to time, increase or decrease the assessment. The annual assessment shall be dated January of each year and will be due and payable on or before February 1st of that year, or in the alternative, the Corporation may bill the annual assessment quarterly. The Board of Directors of the Corporation shall determine the amount of, and fix the

due date for any special assessment. The annual and special assessments shall consist of the estimated costs plus no more than a twenty percent (20%) administrative fee. This section shall not be construed to restrict or prohibit the right of the Corporation, its Board of Directors, Officers or Members from taking any action permitted by its Articles of Incorporation, its Bylaws, Rules or Regulations. Notwithstanding anything to the contrary herein, during the Developer Control Period the annual assessment for Lot 22 shall not exceed \$166.00 per acre (which shall be adjusted annually, upward only, to account for any changes in the previous year's Consumer Price Index). To calculate each year's adjustment, the current year's index value shall be the numerator and the previous year's index value shall be the denominator. For example: if the July 2017 Index value was 227.828 and the July 2016 Index value was 225.946 the formula for determining the extent to which Lot 22's annual assessment would increase would be $227.828 / 225.946 = 1.0083$ (resulting in a maximum increase for 2017 of 0.83% of the annual assessment in 2016 for an annual per acre cost of \$167.38 in 2017). This paragraph may not be amended without the express written consent of the Owner of Lot 22.

Section 4. Basis of Annual Assessments. The Corporation shall adopt an annual assessment and levy such assessment, provided that the assessment shall have the assent of a majority of the authorized votes of the Members voting in person or by proxy at such meeting. The assent of the Members required herein shall not be required to be obtained if the assessment is being made to comply with the orders of any Court of competent jurisdiction or to meet the lawful requirements of any governmental entity. During the Developer Control Period, the approval of Members is not required.

Section 5. Change in Basis of Annual Assessment - Levy of Special Assessments. Except as otherwise discussed herein, the Corporation may increase the annual assessment prospectively for any future period and may levy a special assessment for a specified duration. Any such change or special assessment shall have the assent of the majority of the authorized votes of the Members voting in person or by proxy, at a meeting duly called for this purpose. The assent of the Members required herein shall not be required to be obtained if the assessment is being made to comply with the orders of any Court of competent jurisdiction or the meet the lawful requirements of any governmental entity. During the Developer Control Period, the approval of Members is not required.

Section 6. Quorum for any action authorized under this Article. The quorum required for any action authorized by this Article shall be the presence at the meeting of Members, in person or by proxy, entitled to cast 50% of all the votes of the membership.

Section 7. Lots Conveyed During Fiscal Year. For any Lot conveyed by the Developer during any fiscal assessment year, the pro-rata share of such assessment shall be due upon delivery of deed, in advance.

Section 8. Charge for Default. This Declaration imposes certain duties and conditions upon the Owners of the Lots subject to this instrument. In the event there is any breach by any Owner of any provision of this Declaration, which breach should require an expenditure by the Corporation, the Corporation may levy a charge against the Lot and the improvements thereon of the defaulting Owner or Owners, which charge shall constitute a lien against the Lot and

improvements of said defaulting Owner. Such charge shall be payable in full 20 days from the date such Owner is notified of the levy of such charge.

Section 9. Effect of Non-Payment of Assessment or Charges. If the assessment or charges are not paid on the date when due, then such assessment or charges shall be deemed delinquent and shall, together with such late payment charges thereon and cost of collection thereof, including reasonable attorney's fees, thereupon become a continuing lien on the Lot binding upon the then Owner, his heirs, devisees, personal representatives, successors and assigns. Furthermore, if the assessment or charges are not paid when due, a late charge equal to the greater of \$50.00 per month or fractional part of a month or twelve percent (12%) per annum until paid (or the maximum amount allowed by law, if a lesser amount), and the Corporation may institute an action to recover the assessment or charges in late payment charges and to foreclose the lien against the Lot, and there shall be added to the amount of such assessment or charges, to the extent permitted by law, the reasonable attorney's fees and the costs of preparing, filing and pursuing the complaint in such action, and in the event a judgment is obtained, such judgment shall include late payment charges on the assessments and charges as above provided, and such costs of action (including reasonable attorneys' fees and costs) as are permitted by law.

Section 10. Subordination of the Lien to Mortgages. The lien for the assessments and charges provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages now or hereafter placed upon a Lot subject to such assessments or charges; provided, however, that such subordination shall apply only to the assessments or charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a judgment and order of sale in a foreclosure action, or any other proceedings or conveyances in lieu of foreclosure. Such sale or transfer shall not release such Lot from liability for any assessments or charges thereafter becoming due, nor from the lien of any subsequent assessment or charges.

ARTICLE 7 - DEVELOPER CONTROL PERIOD

Section 1. The Developer Control Period shall commence on the date this Declaration is recorded and shall run until the later of (i) ten years after the date it was recorded or (ii) the date on which Lots containing 90% of the acreage of the Property have been conveyed by Anderson-Ramsey and Acquisitions to third parties that are not majority-owned by Developer, Anderson-Ramsey or Acquisitions, or an entity that is majority owned by Dennis Anderson.

Section 2. During the Developer Control Period, the Developer shall exercise all powers elsewhere vested in the Corporation including, but not limited to, the power to assess, collect, and enforce the lien for maintenance assessments, including annual and special assessments. During the Developer Control Period, the Developer shall also assume the duties of the Corporation, set forth elsewhere in this Declaration. All such actions may be taken without a vote of the Members.

ARTICLE 8 – DUTIES OF THE CORPORATION

Section 1. In addition to the powers and duties otherwise set forth in this Declaration, the Corporation is authorized to make provision for the improvement and maintenance of the

Common Area as hereinafter provided and to adopt rules and regulations regarding the Common Area and generally to take such action as is necessary to accomplish the purposes of this Declaration.

Section 2. Each Owner and ground lessee is responsible for maintenance and upkeep on the purchased or leased Lot, and keeping the Lot neat and trash-free and the grass cut.

Section 3. The Corporation shall promote the welfare of the Owners, which shall include:

- A. The Property's Pro-Rata Share of the repair and maintenance of the entrance features near Newtown Road as shown on the Providence Business Center Plat.
- B. The Property's Pro-Rata share of maintaining the Scenic Resource Area along Newtown Road as shown on the Providence Business Center Plat.
- C. The Property's Pro-Rata Share of maintaining the landscaping in the entrance area near Newtown Road and in the berm area on the north side of the subject property adjacent to the Barbara Poole property (the "Berm"). Each Lot Owner shall be responsible for cutting the grass on its individual Lot, excluding the Berm.
- D. The Property's Pro-Rata Share of cutting the grass along the entrance feature near Newtown Road, any medians in Providence Place Parkway and along the landscaped area along Newtown Road, Providence Place Parkway, and the Berm.
- E. Maintaining insurance as deemed appropriate by the Corporation.
- F. Any other actions or activities related to the duties described in this Declaration which the Corporation reasonably chooses to undertake. The Corporation shall reasonably designate which Owners or class of Owners shall be responsible for particular expenses or activities related to Common Areas which only affect their Lots
- G. Installation and Maintenance of a monument sign or signs, if allowed by ordinance. This paragraph shall not be construed to require the Developer or Corporation to install a monument sign. If Developer or Corporation chooses to install or maintain a monument sign or similar signage at any entrance to the development at Newtown Pike or the entrance to the Property, or similar signage within the Property, the Owner of Lot 22 shall be entitled to a sign of prominent position on such monument sign or similar signage.

Section 4. The Treasurer of the Corporation shall maintain a detailed account of the receipts and expenditures of the Corporation as well as the maintenance and repair expenses of the Common Area and any and all other expenses incurred by or on behalf of the Corporation. These books and records shall be made available for examination by the Members at any and all reasonable times. The Corporation may require that the books of the Corporation be audited at least once each year by an auditor, not a Member of the Corporation. Members shall be permitted

to examine the books and records of the Corporation by submitting a written request at least five (5) days before the requested examination. Said examination shall occur during business hours and performed by a qualified financial professional of the Member's choice.

ARTICLE 9- INSURANCE

The Corporation may effect and maintain insurance on all improvements on the Common Area and on any other matters deemed appropriate. The Corporation shall effect and maintain liability insurance in an amount deemed appropriate by the Corporation. The costs of said insurance shall be apportioned equally among the Owners based on acreage of their individual Lots.

ARTICLE 10 - NO NUISANCES, RESTRICTED USE

Section 1. No Nuisances. No Lot shall be used for any nuisance, nor shall any Lot be used for any purpose which is a health or safety hazard, or for any use which unreasonably detracts from the commercial viability of the Property.

Section 2. Lots on the Property may only be used for the following uses:

- i. Offices for businesses, non-profits and other office uses;
- ii. Computer and data processing centers;
- iii. Medical and dental offices, clinics and laboratories;
- iv. Research and development and testing laboratories or centers;
- v. Regional medical campuses;
- vi. Colleges, universities, business colleges, technical or trade schools and other schools and institutions for academic instruction; and
- vii. Uses incidental to the foregoing.

This paragraph may not be amended without the express written consent of the Owner of Lot 22.

Section 3. No Lot on the Property, other than Lot 22, may be occupied or used as an office or place of business by any person, business or entity who derives more than fifty percent (50%) of its gross revenues from premiums for worker's compensation or similar insurance, but shall not prohibit occupancy by any person, business or entity which only acts as a brokerage or agency for sale of such insurance. This paragraph may not be amended without the express written consent of the Owner of Lot 22.

ARTICLE 11 – ARCHITECTURAL REVIEW

No building, fence, wall, structure or other improvements, or any addition to any of the foregoing, shall be erected, placed or altered on any Lot until the construction plans, specifications, plot plan showing the proposed location of the building upon the Lot following its completion, and a plan showing the grade elevation (including rear, front and side elevations) and location of the building, structure, fence, wall or improvement, the type of exterior material and the driveway and parking lot shall conform to the Providence Place Development Guidelines attached hereto as Exhibit "D" and made a part hereof.

The exterior building design and type of exterior building materials utilized in the construction of any building within the Property must first be approved in writing by the Design Review Committee defined in the Development Guidelines. All construction shall be finished to grade level.

ARTICLE 12 - GENERAL PROVISIONS

Section 1. **DURATION.** This Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Corporation, the Developer, or by the Owner of any Lot subject to this Declaration, and the respective legal representatives, heirs, successors and assigns, unless changed or amended as herein provided, for a period of thirty (30) years from and after the date upon which this document is recorded and shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of at least two-thirds of the Lots (by acreage) (which must include greater than 50% of Requisite Independent Owners) has been recorded, agreeing to change or terminate this Declaration in whole or in part, provided, however, that no such agreement to change or amend said Declaration shall be effective unless recorded sixty (60) days prior to the expiration of the principal term or any extension; and provided further, that any amendment of this Declaration relating to the maintenance and other obligations concerning the Common Area shall not be effective until execution of a recordable instrument signed by at least two-thirds of the Owners of the Lots (by acreage) (which must include greater than 50% of the Requisite Independent Owners) agreeing to make provision for the maintenance and other obligations concerning the Common Area.

Section 2. **NOTICES.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Corporation at the time of such mailing.

Section 3. **ENFORCEMENT.** Enforcement of any provisions of this Declaration shall be by the Developer, the Corporation, their successors and assigns, or by any Owner by way of any proceeding at law or in equity against any Persons violating or attempting to violate any provisions hereof, either to restrain violation or to recover damages, or against the Lot to enforce any lien created by this Declaration. The failure by the Corporation, the Developer, the Corporation or Owner to enforce any provisions hereof, shall in no event be deemed a waiver of the right to do so thereafter, or to enforce any other provision hereof. In any enforcement action brought by the Developer the Corporation or the Owner of any Lot, their successors and assigns, the Developer, the Corporation, or Owner, as applicable, shall be entitled to recover its expenses of litigation, including court costs and reasonable attorney fees if it is successful in an action against any Owner or other Person.

Section 4. **ASSIGNMENT OF MANAGEMENT DUTIES.** The Corporation shall have full power and authority to contract with outside firms or individuals to perform the duties assigned to it by this Declaration.

Section 5. HEADINGS AND TITLES. The Article and Section Headings and Titles appearing in this Declaration are for reference purposes only and shall not be considered a part of this Declaration or in any way to modify, alter, amend or affect any of the provisions hereof.

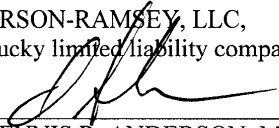
Section 6. AMENDMENT. Except as specifically stated herein, any provision of this Declaration may be amended in whole or in part by an instrument signed by the record Owners of at least two-thirds (2/3) of the Property (by acreage) provided, however, that no such amendment shall be effective until recorded in the Office of the Fayette County Clerk, unless such amendment is made and recorded at least twenty (20) days in advance of the effective date of such amendment, and unless written notice of the proposed amendment is sent to every Owner at least twenty (20) days in advance of any action taken. Except as specifically stated elsewhere in this agreement, the Developer may amend this Declaration during the Developer Control Period without the approval of the Owners.

Section 7. SEVERABILITY. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration this the day and year first above written.

***** SIGNATURE PAGE TO FOLLOW*****

ANDERSON-RAMSEY, LLC,
a Kentucky limited liability company

BY: 
DENNIS R. ANDERSON, MEMBER

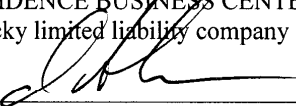
ANDERSON ACQUISITIONS, LLC, a
Kentucky limited liability company

BY: 
DENNIS R. ANDERSON, MEMBER

ANDERSON COMMUNITIES, INC., a
Kentucky corporation

BY: 
DENNIS R. ANDERSON, PRESIDENT


PROVIDENCE BUSINESS CENTER, LLC, a
Kentucky limited liability company

BY: 
DENNIS R. ANDERSON, MEMBER

STATE OF KENTUCKY

COUNTY OF FAYETTE

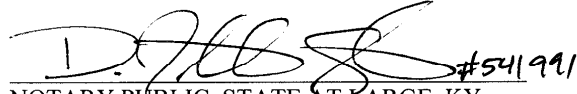
The foregoing Declaration was acknowledged before me by Dennis R. Anderson as
Member of Anderson-Ramsey, LLC, a Kentucky limited liability company, on this 8 day of
September, 2016.

 #541991
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 3/23/19

STATE OF KENTUCKY

COUNTY OF FAYETTE

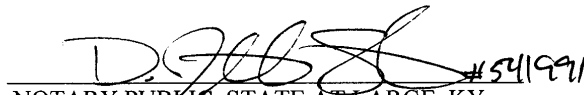
The foregoing Declaration was acknowledged before me by Dennis R. Anderson as Member of Anderson Acquisitions, LLC, a Kentucky limited liability company, on this 8 day of September, 2016.


NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 7/27/17

STATE OF KENTUCKY

COUNTY OF FAYETTE

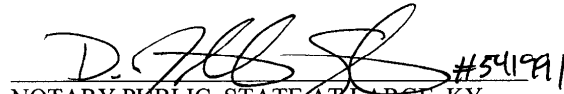
The foregoing Declaration was acknowledged before me by Dennis R. Anderson as President of Anderson Communities, Inc., a Kentucky corporation, on this 8th day of September, 2016.


NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 7/23/17

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Declaration was acknowledged before me by Dennis R. Anderson as Member of Providence Business Center, LLC, a Kentucky limited liability company, on this 8th day of September, 2016.


NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 7/23/17

PREPARED BY:

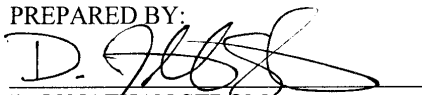
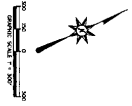
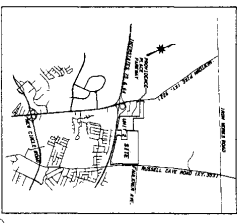
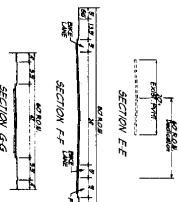

D. JONATHAN STROM
Anderson Communities, Inc.
1720 Sharkey Way, Suite 100
Lexington, KY 40511
Telephone: (859) 231-0099

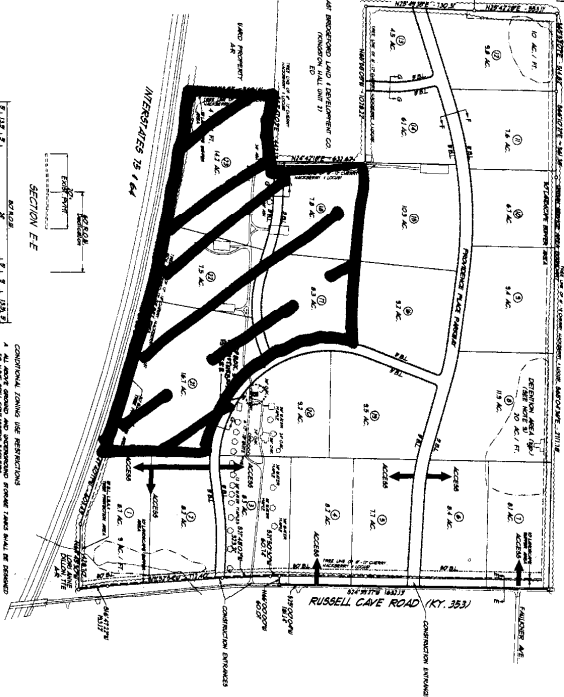
EXHIBIT "A" DP 2004-66



PROJECT DATA
 PROJECT NO. DP 2004-66
 PROJECT NAME KINGSTON HALL, UNIT 1
 PROJECT ADDRESS 2175 & 2301 RUSSELL CAVE ROAD
 PROJECT CITY LEXINGTON, KY
 PROJECT COUNTY FAYETTE COUNTY
 PROJECT STATE KY
 PROJECT ZIP 40503



- 1. NO NEW EXISTING OR PROPOSED STORM DRAIN SHALL BE INSTALLED
- 2. ALL EXISTING AND PROPOSED STORM DRAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.01, AND THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.02.
- 3. ALL EXISTING AND PROPOSED STORM DRAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.01, AND THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.02.
- 4. ALL EXISTING AND PROPOSED STORM DRAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.01, AND THE LATEST EDITION OF THE KY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 201.02.



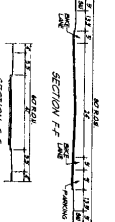
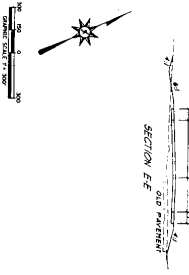
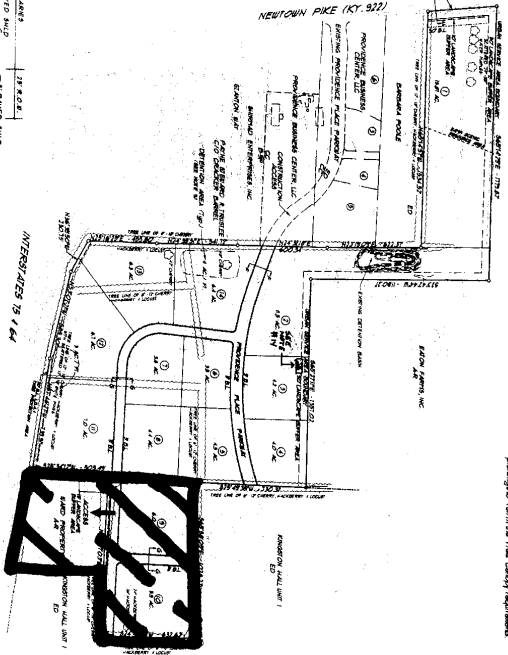
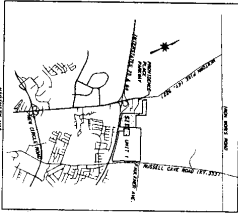
TREE PRESERVATION PLAN
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 1. ALL TREES TO BE REMOVED SHALL BE REPLANTED WITHIN 90 DAYS OF REMOVAL.
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 10. ALL TREES TO BE REMOVED SHALL BE REPLANTED WITHIN 90 DAYS OF REMOVAL.

PLANNING COMMISSION CERTIFICATION
 I, the undersigned, Planning Commission member, do hereby certify that the above is a true and correct copy of the Planning Commission's decision on the subject of the above project.
 Date: 11/10/04
 Dr. Henry Wu
 Dr. Adams

- NOTES**
1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
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|--|--|---|------------------------|-------------------------------|
| <p>DATE: 02/13/04 CHECKED: [Signature] DRAWN BY: [Signature]</p> | <p>AMENDED PRELIMINARY DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAN</p> <p>KINGSTON HALL, UNIT 1 2175 & 2301 RUSSELL CAVE ROAD LEXINGTON, FAYETTE COUNTY, KENTUCKY</p> | <p>EA Partners, PLLC</p> <p>LAND DEVELOPMENT AND ENGINEERING</p> <p>1000 EAST BROADWAY, SUITE 200 LEXINGTON, KY 40502 PHONE: 606-253-1111 FAX: 606-253-1112</p> | <p>SCALE: AS SHOWN</p> | <p>PROJECT NO. DP 2004-66</p> |
|--|--|---|------------------------|-------------------------------|

DP 2004-67



CONDITIONAL ZONING LAW RESTRICTIONS
 1. TO MEET THE REQUIREMENTS OF THE ZONING LAW, THE DEVELOPER SHALL:
 2. PROVIDE A MINIMUM OF 10% TREE COVERAGE (TOTAL TREE CANOPY) WITHIN THE DEVELOPMENT.
 3. PROVIDE A MINIMUM OF 10% TREE COVERAGE (TOTAL TREE CANOPY) WITHIN THE DEVELOPMENT.
 4. PROVIDE A MINIMUM OF 10% TREE COVERAGE (TOTAL TREE CANOPY) WITHIN THE DEVELOPMENT.
 5. PROVIDE A MINIMUM OF 10% TREE COVERAGE (TOTAL TREE CANOPY) WITHIN THE DEVELOPMENT.

TREE PRESERVATION PLAN
 THE TREE PRESERVATION PLAN FOR THE PROPOSED DEVELOPMENT SHALL BE SUBMITTED TO THE CITY ENGINEER AND THE CITY PLANNING COMMISSION FOR REVIEW AND APPROVAL. THE PLAN SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 1. A LIST OF ALL TREES TO BE PRESERVED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 2. A LIST OF ALL TREES TO BE REMOVED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 3. A LIST OF ALL TREES TO BE PLANTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 4. A LIST OF ALL TREES TO BE MAINTAINED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 5. A LIST OF ALL TREES TO BE PROTECTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 6. A LIST OF ALL TREES TO BE DEMOLISHED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 7. A LIST OF ALL TREES TO BE TRANSPLANTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 8. A LIST OF ALL TREES TO BE REPLANTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 9. A LIST OF ALL TREES TO BE REPLANTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.
 10. A LIST OF ALL TREES TO BE REPLANTED, INCLUDING THE SPECIES, SIZE, AND LOCATION OF EACH TREE.

PLANNING COMMISSION CERTIFICATION
 I, the undersigned, being duly qualified, certify that the above is a true and correct copy of the original as shown to me by the applicant. My commission expires on September 15, 2012.

 City Engineer

 City Planning Commission

NOTES
 1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CITY PLANNING COMMISSION.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CITY PLANNING COMMISSION.
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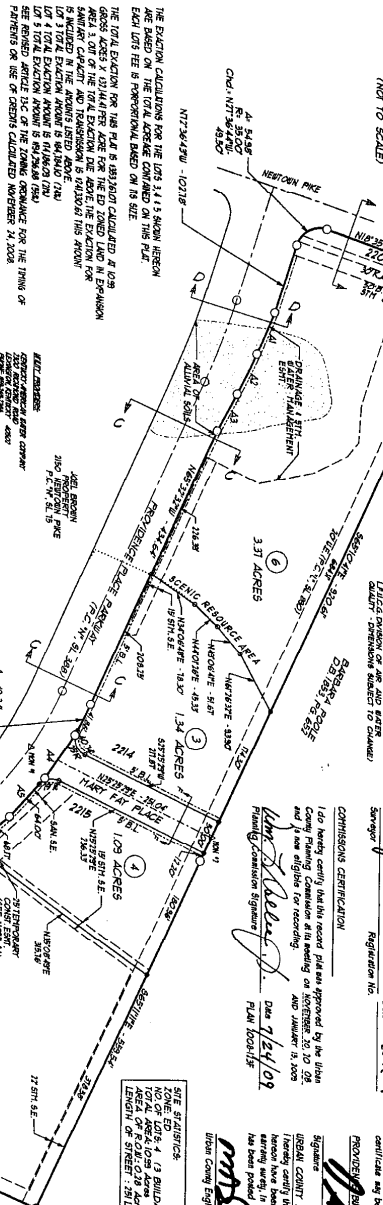
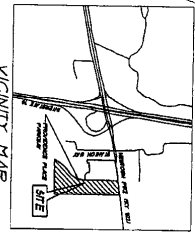
DATE: 03/13/08
 DRAWN BY: JAY/RS
 CHECKED BY: JAY/RS
 DATE: 03/13/08
 SHEET NO. 1 OF 1
 DP 2004-67

PRELIMINARY DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAN
 (EAST BRIDGEFORD LAND & DEVELOPMENT CO.)
 KINGSTON HALL, UNIT 2
 2360 NEWTOWN PIKE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

EA Partners, PLLC
 COLLETT, BROWN & ASSOCIATES, INC.
 LAND SURVEYORS & LANDSCAPE ARCHITECTS
 100 WEST MAIN STREET, SUITE 200
 LEXINGTON, KY 40502
 PHONE: (606) 253-2200
 FAX: (606) 253-2201

DATE: 03/13/08
 DRAWN BY: JAY/RS
 CHECKED BY: JAY/RS
 DATE: 03/13/08

EXHIBIT "B"



ENGINEERS AND SURVEYORS CERTIFICATION

I, the undersigned, being duly qualified by me or under my direction, have not performed any work of a nature or character which would constitute a violation of the provisions of the Kentucky Statutes relating to the practice of the profession of engineering and surveying, and I am not guilty of any such violation.

Date: 6/19/09
 Signature: [Signature]
 Registration No.: 2,142
 Regulation No.: C-19109

COMMISSIONERS CERTIFICATION

I do hereby certify that this record plat was approved by the Urban Planning Commission at its meeting on November 20, 2008, and is now eligible for recording.

Date: 7/24/09
 Signature: [Signature]
 Registration No.: 2,142
 Regulation No.: C-19109

OWNERS CERTIFICATION

I, the undersigned, being duly qualified by me or under my direction, have not performed any work of a nature or character which would constitute a violation of the provisions of the Kentucky Statutes relating to the practice of the profession of engineering and surveying, and I am not guilty of any such violation.

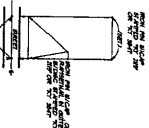
Date: 6/19/09
 Signature: [Signature]
 Registration No.: 2,142
 Regulation No.: C-19109

PROVIDENCE PLAZA, LLC - DENNIS ANDERSON

Signature: [Signature]
 Date: 6/19/09

SITE STATISTICS

| | |
|------------------|-------------|
| LOT AREA | 10.00 ACRES |
| TOTAL LOT AREA | 10.00 ACRES |
| LENGTH OF STREET | 120.00 FEET |

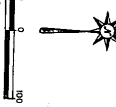
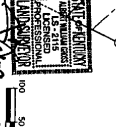
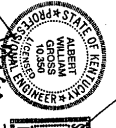
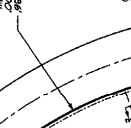
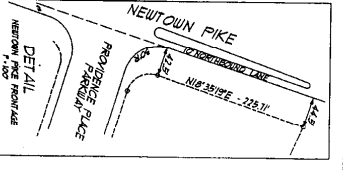


CENTURIAL HANDBOOK INFORMATION

| PKC | DESCRIPTION | COMMENTS |
|-----|-----------------------|----------|
| 1 | PROVIDENCE PLAZA, LLC | OWNER |
| 2 | PROVIDENCE PLAZA, LLC | OWNER |
| 3 | PROVIDENCE PLAZA, LLC | OWNER |
| 4 | PROVIDENCE PLAZA, LLC | OWNER |
| 5 | PROVIDENCE PLAZA, LLC | OWNER |

REQUIREMENTS FOR PLAT

| REQUIREMENT | LENGTH | WIDTH | DEPTH |
|-------------|--------|-------|-------|
| 1 | 10.00 | 10.00 | 10.00 |
| 2 | 10.00 | 10.00 | 10.00 |
| 3 | 10.00 | 10.00 | 10.00 |
| 4 | 10.00 | 10.00 | 10.00 |
| 5 | 10.00 | 10.00 | 10.00 |



CHANGES TO RECORD

NO CHANGES TO RECORD

BY: DENNIS ANDERSON
 DATE: 6/19/09

PROVIDENCE PLAZA, LLC

2200 NEUTOWN PIKE
 LEXINGTON, KY 40503

AMENDED FINAL RECORD PLAT

TRACT 3, 2200 NEUTOWN PIKE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 JUNE 2009

PROVIDENCE PLAZA, LLC

2200 NEUTOWN PIKE
 LEXINGTON, KY 40503

CHANGES TO RECORD

NO CHANGES TO RECORD

BY: DENNIS ANDERSON
 DATE: 6/19/09

PROVIDENCE PLAZA, LLC

2200 NEUTOWN PIKE
 LEXINGTON, KY 40503

AMENDED FINAL RECORD PLAT

TRACT 3, 2200 NEUTOWN PIKE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 JUNE 2009

PROVIDENCE PLAZA, LLC

2200 NEUTOWN PIKE
 LEXINGTON, KY 40503

EXHIBIT "C" THE PROPERTY

Providence Business Center

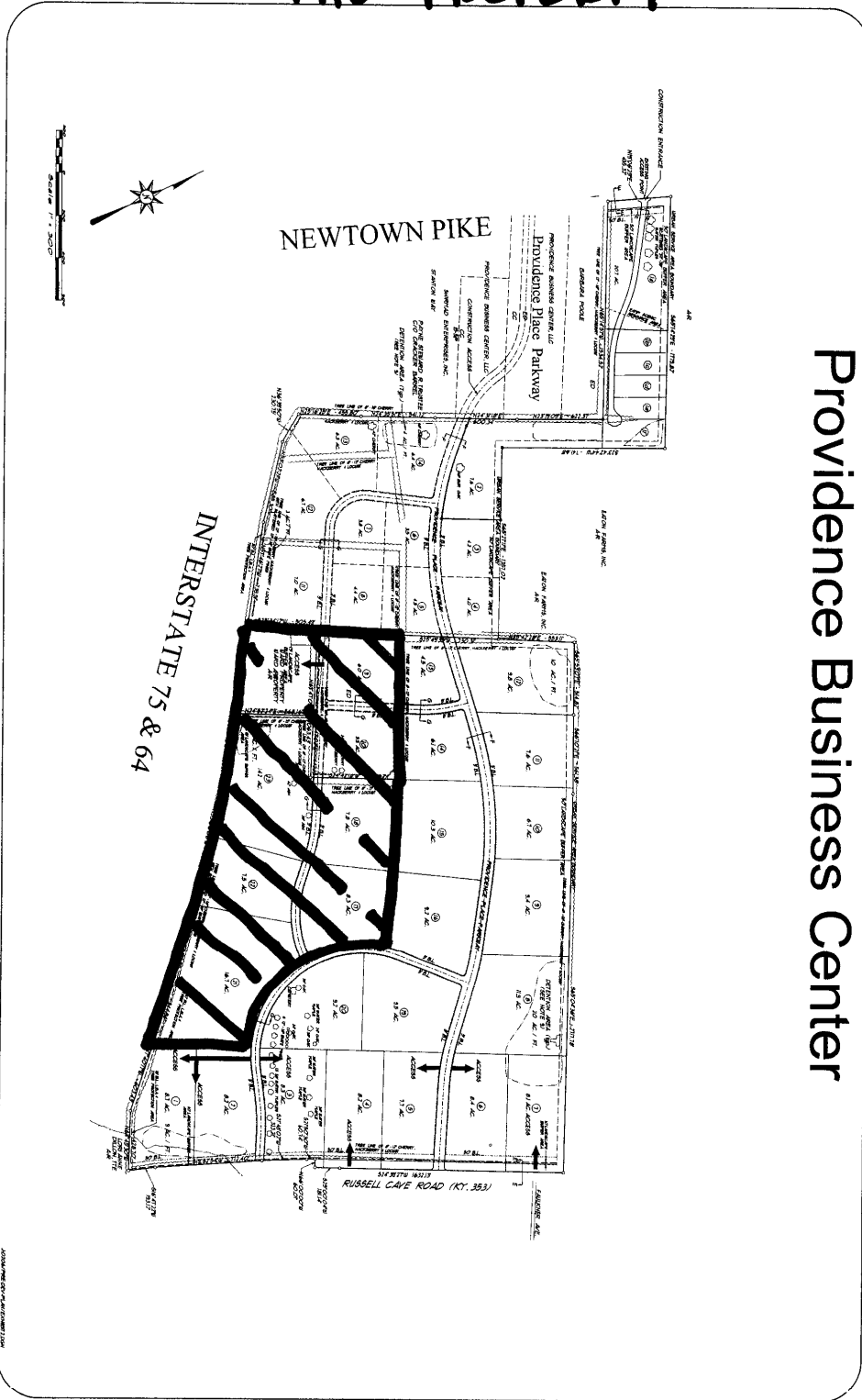


EXHIBIT "D"

PROVIDENCE PLACE DEVELOPMENT GUIDELINES¹

INTRODUCTION

GENERAL PURPOSE

The overall objective in establishing design guidelines for site development of Providence Place Business Center development is to insure a sense of continuity and environmental sensitivity in the overall development of the complex.

These guidelines are for use by Providence Place Business Center and the tenants of the buildings, and their architects, landscape architects, planners, engineers and maintenance personnel in the design, development and care of tracts within the Development.

In no instance are these guidelines intended to be less restrictive than the requirements of LFUCG (Lexington-Fayette Urban County Government). For any item not covered by these guidelines, the provisions of the ED Zoning Ordinance covering minimum requirements for development shall apply.

Objectives for Use:

To promote a high quality park-like setting for office research buildings marked by a consistently high quality of architectural design.

To promote and enhance the development of an attractive, effective and safe transportation network.

To preserve, enhance and protect the natural and cultural features of the environment and neighboring buildings.

To provide direction for maintenance following development of the site.

Design Review:

Design Review will be conducted by the Design Review Committee, whose members are Dennis Anderson, Frank Ramsey, Steve Albert, and Jon Stewart.

Official approval of all development and construction plans will be subject to approval of the Design Review Committee prior to implementation. Construction Plans will be given prior to a representative of the Design Review Committee to insure its

¹ These are the EOP revised guidelines provided by Jon Strom (with correction for spelling of Mr. Stewart's name). This remains subject to review by KEMI.

compliance with the Design Guidelines.

Each proposal will be considered on its own merits. The Design Review Committee will study the natural conditions of each parcel and its developmental potentials and problems. Each proposal will be evaluated on the basis of its conformance to the high aesthetic standards, its relationship to the characteristics of the sit and compatibility with the development on adjoining parcels.

Any approvals required from the Design Review Committee shall not be unreasonably withheld.

MASTER PLAN

A preliminary Master Plan has been prepared for the Providence Business Center, which reflect provisions of the Comprehensive Plan Update of 1988, the Small Area Plan and the Greenway Plans.

The Master Plan depicts proposed land uses and the detailed planning of all features of site improvements.

The assurance of efficient management (including maintenance) of the Center during, and after, its period of construction or development.

The Plan reinforces important objectives of the Providence Business Center: The continuation and maintenance of the character of the site.

The consistency of design of all site elements, including plantings, signage, paving, walks and other improvements.

SITE USES

When developed, Providence Business Center will include Private Areas. The Site Development Plans indicate tracts for least two private interests for the construction of various facilities for use as permitted in the Economic Development (ED) Zone.

BUILDABLE AREAS

Buildable areas are determined by (1) the setback requirements of the ED Zoning Ordinance; (2) Easements and setbacks as shown on the Development Plans or stated in the Design Guidelines.

IMPERVIOUS SURFACES

Pursuant to the ED Zone requirement sector/ Local roads.

SITE DEVELOPMENT DESIGN

This section provides guidelines for the design of parcels to be development for permitted uses.

The successful development of such parcels requires consideration of the following design elements:

Site Approach and Entrance Buildings and Sites
Site Circulation and Parking Grading
Utilities, Lighting and Signage Landscaping

It is necessary to analyze and design such elements simultaneously and to integrate them into a complete and well-balanced whole.

SITE APPROACH AND ENTRANCE

The treatment of the collector road as one nears the entrance to the site, and the entrance itself, are important in setting the character and quality of the development and in ensuring the safety of vehicles entering and leaving the building area.

Site Approach:

The approach should provide a visual warning of the approaching entrance and, in consideration of the distance and allowable driving speed, should be designed to give the driver of a vehicle sufficient time to respond.

Entrance Access:

The entrance should serve as an introduction to the developed site, and should afford a smooth transition between the scale of the collector road and that of the site driveway.

This can be accomplished by careful manipulation of the planting, grading, views into and out of the site, pavement material and lighting.

BUILDINGS AND SITES

An important objective in the development of Providence Business Center is to retain and enhance the image of the Bluegrass Area along Newtown Pike leading for the Interstate Highways to the central city. The design of the buildings should reinforce this image and be sited so as to meld with the site.

Building Locations:

Buildings should be designed and located to take optimum advantage of existing, mature trees. Such trees should act to form a setting for buildings and to render buildings unobtrusive.

Generally, the long dimension of buildings should run parallel to the contours in order to keep grading to a minimum. Grading, where possible, should be limited to the area of improvements.

Building Height/ Mass:

The height of buildings shall be determined per ED zone restrictions and the Design Review Committee.

Building Roofs:

Service and mechanical areas shall be designed as an architectural feature of the building and entirely screened from view.

Exposed mechanical equipment such as heating and air conditioning units should be inconspicuous and should be screened from view.

SITE CIRCULATION AND PARKING

Circulation and parking systems should be designed to reinforce the image of the architecture, effectively separate pedestrian and vehicular movement, and contribute to efficient use of the site. Roads and parking areas should be paved and should be adequate to accommodate delivery trucks, sanitation trucks and fire trucks, as well as passenger cars.

All parking, loading and unloading areas must be sufficient to serve the work being done on the parcel without using adjacent roads. Criteria contained in the zoning ordinance, ED Zone, are minimum guidelines.

In general, all parking is supposed to be within that area designated as "Buildable Area" as shown on the Master Plan, however, in response to topographic conditions, there may be locations where it will be desirable to locate general parking within the building setback area.

Parking structures may be contained within the buildings they serve, or may be separate, detached structures.

Separate structures should be limited to one deck above grade in order to appear less prominent than the buildings they serve.

Separate structures should be in an inconspicuous location behind buildings or screened by vegetation or earth berms. In general, they should not be prominent in the landscape.

GRADING

In the interest of economy, appearances, maintenance of natural drainage ways and control of erosion and storm water runoff, excavation and grading operations should be kept to a minimum. Topsoil within the actual construction area should be stripped and stored for re-use.

Mass grading to convert a site to a flat, uniform plane for slab-on-grade construction is discouraged. In order to minimize the appearance of having disturbed the existing topography, grading edges shall be carefully blended into the surrounding contours. Slopes greater than four to one (4:1) should be avoided wherever possible.

UTILITIES

All utilities shall be placed underground, except in the case of unusual requirements for service to research manufacturing facilities. Such exceptions must receive approval of the Design Review Committee.

LIGHTING AND SIGNAGE

Lighting:

Lighting throughout the development should be adequate for the areas and purposes it serves as per ED zone requirements.

Major circulation roads should be adequately lighted for their estimated traffic volumes and speeds; interior site roads should have point to point illumination. Both of these situations would use appropriate overhead fixtures.

Transition areas, site entrances and pedestrian ways should be located and defined with up-lighting.

Signage:

The design, format and materials of the sign will be consistent with the site architecture in the development and adhere to ED zone requirements.

An identification sign of a smaller scale will be permitted on the exterior of the building at a location related to the principal entrance. It may be placed on the building surface or in a free-standing position, provided that the latter is clearly integrated with the architecture. It may not project above any roof or canopy elevations and will not appear above the first-floor level without specific approval of the Design Review Committee.

Individual "corporate image" architectural design elements and colors shall be incorporated only as secondary elements to the development and not as the dominant element. Such elements should be consistent and blend with the larger development area.

Any directional, traffic, or parking control signs on the site will be reviewed by the Committee, with the intent that the signs be restricted to the minimum necessary, will be visually unobtrusive and will be consistent in format, lettering and coloring.

Road Signs:

Sign design and location are to be per ED zoning ordinance.

LANDSCAPING

Landscape Concept:

Providence Business Center has been conceived with the goal of creating an environment which preserves and enhances the beauty of its natural setting. These guidelines are developed to include new planting that harmonizes with the existing landscape character of the site while accommodating the development of new buildings and related facilities.

Proposed landscape plan must comply with the minimum requirements established by the ED zoning ordinance.

STORM WATER CONTROL

Introduction:

The development of Providence Business Center, as planned, will result in a considerable area being covered by impervious surfaces, buildings, roads and parking areas. This will cause an increase in peak discharge which, if not controlled, can result in erosion from overland and channel flow.

Environmental Protection:

Emphasis shall be placed on protecting the environment from pollution, with particular effort to prevent the drainage basin and floodplain of Russell Cave Road.

In an effort to insure effective control of pollution, the following requirements must be met

1. In addition to all LFUCG requirements related to hazardous materials, the Design Review Committee shall require the lessee of each parcel to provide the Committee with a list of materials which will be created, stored and/or utilized within its facilities as a condition of and subject to the Committee's final approval.
2. The Design Review Committee shall require the lessee of each parcel to provide the Committee with written evidence of approval of the plans, including maintenance provisions to insure proper function described above from State and Local bodies or agencies having jurisdiction over matters of pollution and control of hazardous substances.

Erosion Control:

Earthwork: All provisions and requirements of the LFUCG soil erosion control ordinance must be met and whenever possible, land disturbances such as clearing, grubbing, grading, excavation and filling shall be phased so as to minimize the area affected at any one time.

Runoff and siltation resulting from erosion caused by any of the above activities shall be impounded until permanent control measures are put into effect.

Landscaped Areas: Areas covered by grasses and other vegetation are effective in intercepting precipitation, slowing overland flow and increasing infiltration. Therefore, existing grassed and planted areas shall be left undisturbed to the maximum degree possible. Where needed, grass will be reseeded and additional plants installed.

The use of berms in landscaped areas can help to delay runoff and provide some infiltration.

Detention Basins: Detention basins for this development are intended for temporary storage of "first flush" runoff and shall be equipped to control the outflow.

Retention Ponds: Retention ponds are not designed for permanent holding of water. During development they are useful for reducing the runoff and controlling sedimentation. After development they can be used for recreation or pond must be adequate to handle the volume of runoff generated by the drainage area.

Depth of Pond: Minimum of 3 feet; average depth of 6 feet will provide fish and wildlife habitat, recreational opportunities, and enhance water quality.

HAZARDOUS MATERIALS

Hazardous waste materials, including toxic substances, shall not be disposed of on the site. Before developing any site for research or other activities which involve the use of hazardous materials, the prospective user shall submit to the Design Review Committee and the State Health Board a detailed plan for the disposal of such materials.

ARCHITECTURAL DESIGN GUIDELINES

These Architectural Guidelines should be read completely first. Each statement of these guidelines depends upon other statements for the fullest meaning. It is an inclusive tool which presents for the professional an impression of the physical reality of the Business Center for their interpretation and incorporation into their design. The design concept and detail will be compared and judged in faithfulness to this image during the Review Meetings. The overall objectives in establishing building design guidelines for Providence Business Center is to insure a sense of continuity in aesthetic values and to emphasize an appropriate environmental sensitivity. The purpose of these guidelines is to ensure that the function, quality, and appearance of proposed structures are compatible when considered in the context of the surrounding area. How the architecture relates to other site design considerations and elements will be considered as part of design review. Building character is extremely important in areas developed with a distinct architectural character or theme, or for areas of established or redeveloping uses

PHYSICAL GUIDELINES

General:

Providence Business Center is a long term investment of the highest quality. Evaluation of architectural solutions shall meet the fundamental requirements of long term durability, human appeal and accommodation which is consistent with this high standard of excellence. Buildings should be designed in an attractive and interesting manner to define the image of the community. Consistent architectural design, including building materials and colors, should be carried throughout the development area. Designs should provide visual interest and variety, yet be consistent with the architectural character of area. In general, buildings should relate in scale and proportion to other buildings in the area. However, buildings of different size can be made architecturally compatible through skillful design and careful orientation. All sides of the building should be equally attractive. Architectural details such as texture, pattern, color, and building form used on the front facade should be incorporated on all visible building facades. However, such requirements shall not apply to any façade(s) facing service courts or other areas generally not visible to the public. Building massing should be varied to create a logical hierarchy of building forms; to break up long expanses of façade; to create shade and shadow; and to create "human Scale.

Exterior Materials:

Acceptable finishes and materials include Stucco, brick, stone, finished metal, concrete and glass. Unacceptable materials include siding made out of any unsustainable materials such as plywood or particle Board. Buildings with stucco finish shall present a smooth, undulating trowel or float sand finish.

Buildings utilizing metal panels shall be presented with a design that is architecturally and aesthetically pleasing.

Final materials must be approved by Design Review Committee.

The Building Base should be a shaded element that establishes a strong connection to the ground and site. A covered walkway, arcade or other circulation element set in shadow and carefully integrated with the total; building form is most desirable.

Buildings shall utilize a combination of materials and finishes which are sustainable and articulate a high quality appearance.

Materials requiring low maintenance are recommended over high maintenance materials. For instance, materials with integral color are generally recommended over materials that require painting.

Pre-finished aluminum windows and storefront entrances are to have architecturally distinguished features.

Curb Appeal:

The use of the materials listed above shall be required along the front and both side elevations in order to preserve "curb appeal". The materials used on the rear elevation shall be in accordance with requirements of the ED zone. Building materials should be similar to the materials of structures in the area. However, dissimilar materials may be permitted when incorporating other characteristics such as scale, form, architectural detailing and color to make the building compatible with the area. Brick, natural or cast stone, granite or marble Architectural Precast Concrete aluminum window and storefront window systems are preferred options.

Colors:

The color palette for Providence Business Center should complement existing surroundings including existing historical buildings adjacent to Providence Business Center.

Brick selections will be submitted to the Design review Board for approval and shall be consistent with texture and color of Architectural details.

Cast or natural stone base, brick and other sustainable durable materials are preferred architectural options.

Roofing:

Copper-Flat seam standing seam.

Kynar 500 or better color coated Metal standing seam.

Built up roofing, single ply or multi-ply sheet Membrane for roof areas not visible from the ground.

Sloped roofs will require Gutters and Downspouts and are encouraged to be unobtrusive and part of Architectural detailing .

Doors and Frames:

ADA-Compliant Doors, Frames & Hardware; anodized aluminum, stainless steel.

Main Entrance Doors and Entryways having architecturally distinguishing features giving visual importance to the Entry.

High commercial Quality Materials and Finishes providing excellent security, durability and energy efficiency.

Windows: Insulated, low-E glass, clear or grey tinted in commercial quality, Thermal break frames.

Building Massing:

Building massing should be varied to create a logical hierarchy of building forms; to break up long expanses of facade; to create shade and shadow; and to create "human scale". Human scale should be created by building massing form, as well as the use of architectural elements such as colonnades, canopies, walkways, Pergolas, Loggias, street-level display windows, lighting, and a variety of building materials. Human scale should be further reinforced by site design features around the building exterior.

Central entry elements must be approved by Design Review Committee prior to inclusion. Central elements must consider building massing and proportions as Appropriate.

Location of Functions:

Buildings should emphasize a horizontal orientation. Entry and arrival sequences shall be clear and logical to both the public and the building employees. The design shall address the importance of each entrance appropriately.

Expressive building elements should be more prominently public. Private facades shall be designed per tenant needs. Final designs must be approved by the Design Review Committee. Approval shall not be unreasonably withheld.

Service and delivery functions should be suitably concealed and removed from view.

Mechanical:

Mechanical equipment must be totally screened. Exposed roof-top units are not allowed. Mechanical penthouses are allowed if designed and finished consistent with the building.

Free-standing mechanical equipment is not allowed without proper screening.

Mechanical units should be internalized within the building mass. Louvers, grilles, etc., shall be organized by architectural considerations of expressions and form.

Electrical:

All utility and lighting lines shall be placed underground, unless waived by the Design Review Committee.

All transformers, meters and valves are to be installed in underground vaults or otherwise totally screened.

Service:

Dumpster locations should be designed integrally with the building and/or appropriately located and screened.

Loading docks and similar service points shall be incorporated within the design to minimize their impact.

Utility points of service shall be screened.

Service and mechanical areas shall be designed as an architectural feature of the building and entirely screened from view.

Working Procedures of the Design Review Committee:

The Design Review Committee is authorized to review and act on all development proposals in accordance with the review procedures described herein, and to apply its judgment in accordance with the criteria contained in these Guidelines.

Each development proposal will be reviewed by the Design Review Committee as the design for the building(s) and site evolves, in accordance with the following schedule:

Pre-Design Conference:

Before the design is initiated, the Design Review Committee will meet with the applicant, the applicant's architect, and other consultants to clarify mutual design

Objectives, the characteristics of the particular parcel, and the technical issues related to design review procedures. At this meeting, the applicant will make available a topographical survey of the parcel including the following information:

1. Property boundaries, including relationship to adjacent lands and access roads.
2. Topography, shown by one-foot contour intervals.
3. Locations of any existing utilities or other improvements on the site.
4. Description of general site drainage characteristics. This information shall not be unreasonably withheld.

Schematic Design Review:

This will include plans, sections, elevations, and other materials sufficient to clearly indicate the placement, height and massing of the building(s), the horizontal layout of onsite access roads, parking facilities, service areas, the location of building entries, the overall grading concept, the intended landscape features, and the application of new landscape elements.

At the Committee's option, a meeting will be held with the applicant, the applicant's architect and other consultants to discuss the design at this stage.

Preliminary Plans:

The applicant will submit no less than two (2) sets of preliminary architectural and site plans, including:

- 1) Dimensioned building plans, sections and elevations with representations of exterior materials, textures, colors, fenestration, and other detailing necessary for accurately depicting the finished building and its site.
- 2) Outline specifications to indicate the intent for major architectural, structural, mechanical, electrical and site elements.
- 3) Sample of proposed exterior materials and colors.
- 4) Site plans showing:
 - a) A grading concept at an appropriate interval.
 - b) Layout of all roads, walks, paved areas, and other elements which constitute modification of the natural site.
 - c) A planting concept, including placement, and species of proposed new plant materials and integration with existing planting.

- d) A site lighting concept, with heights, spacing, and other characteristics.
- 5) Concept plans for the major entrance sign and building identification sign, if any, including dimensions, location, material, lettering, color, lighting, and elevations of the prototype for on-site directional type signs, showing format, letter face and colors.
- 6) The applicant shall submit written evidence, if required, in the form of a letter from the Division of Water, Kentucky Department of Natural Resources and Environmental Protection Cabinet, that the plan for control of toxic and hazardous wastes meets the standards of that department as applied to the specific location and project.
- 7) Approval, rejection, or recommendation for changes will be made by the Committee within fifteen days of receiving the proposal. The Committee will reserve the right to request a meeting with the applicant and the applicant's architect and other consultants to discuss the design at this stage.

Final Plan Approval:

The applicant will submit working drawings and specifications for the building and the site to insure adherence to the approved design.

Prior to any site clearing, development, or building, the final plan must be submitted to the Design Review Committee for a review of the plan's conformity to the approved design. The Committee will have fifteen days after the two sets of the required drawings and specifications have been submitted to review and give an opinion of the final plan. The Committee will reserve the right to request a meeting with the applicant to discuss any modifications necessary to make the design conform to the approved preliminary design.

The Design Review Committee will return to the applicant one complete set of drawings and specifications marked "Approved" and signed by an authorized representative of the Design Review Committee.

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201609090406

September 9, 2016 14:05:02 PM

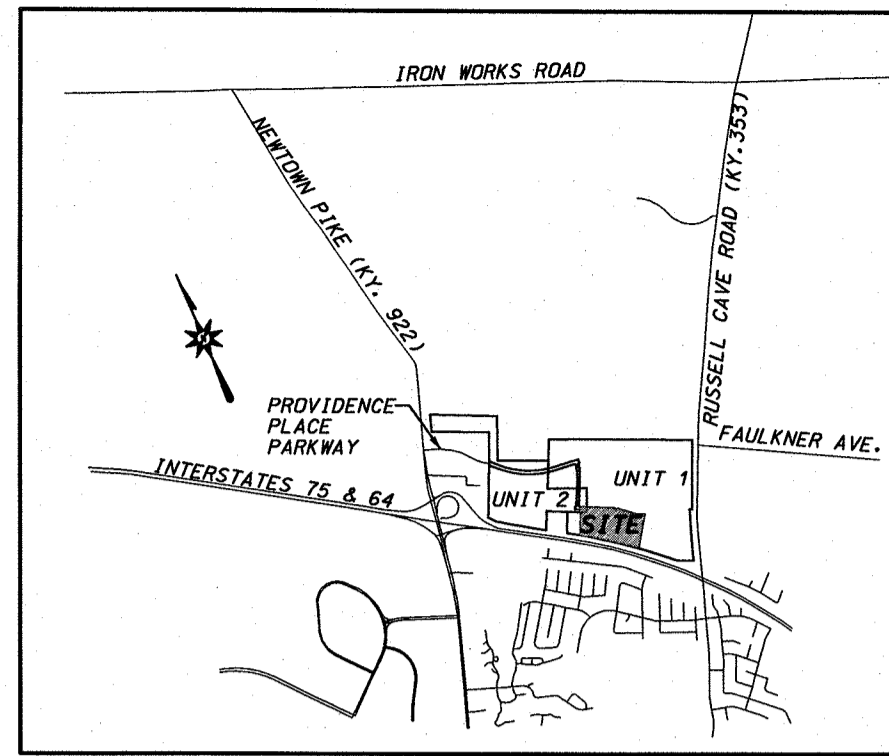
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| Fees | \$97.00 | Tax | \$.00 |
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| Total Paid | \$97.00 |
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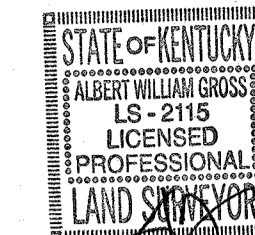
32 Pages

228 - 259



VICINITY MAP
(NOT TO SCALE)

TOTAL AREA = 29.25 ACRES
 ZONE = ED
 PARENT DOCUMENTS = DEED BOOK 2668, PAGE 712
 PLAT CABINET "R", SLIDE 361
 PLAT CABINET " ", SLIDE
 THIS DOCUMENT REPRESENTS A BOUNDARY SURVEY
 AND COMPLIES WITH 201 KAR 18.150.
 REFERENCE MERIDIAN = PLAT CABINET "N", SLIDE 338



SURVEYORS CERTIFICATE:

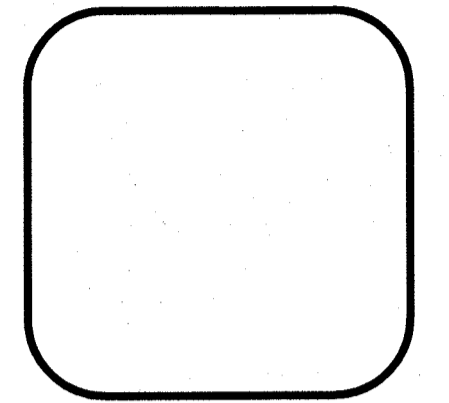
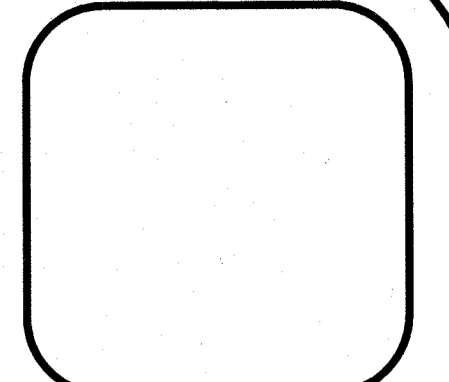
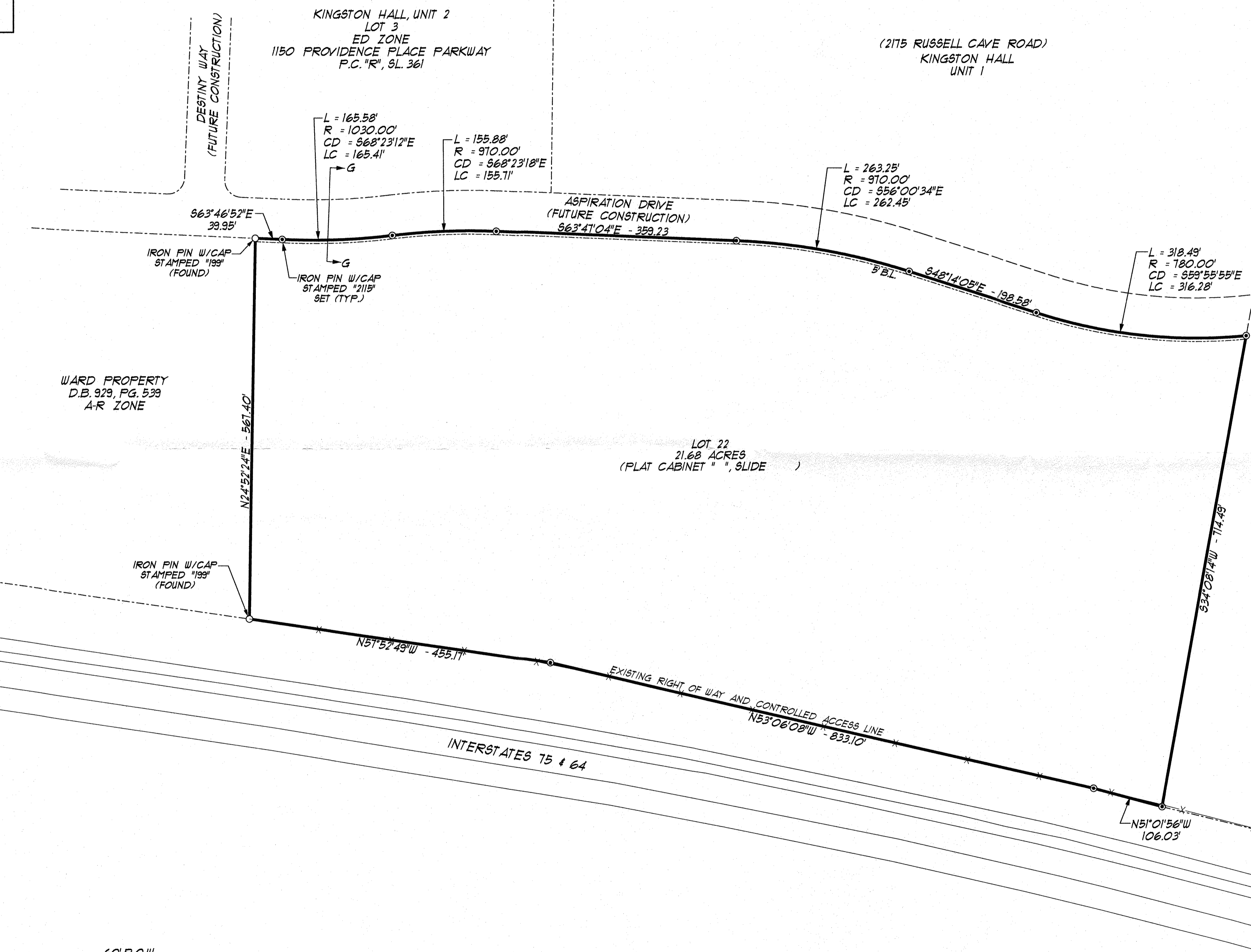
The undersigned, being a registered surveyor of the State of Kentucky certifies to (i) Kentucky Employers Mutual Insurance Authority, (ii) Old Republic National Title Insurance Company and (iv) Rose Cameronich Mains, PLLC as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a) and 13 of Table A thereof. The field work was completed on April 15, 2016.

Albert W. Gross
 Registered Land Surveyor
 Registration No. 2115
 E. A. Partners, PLLC
 311 Wall Street
 Lexington, Kentucky 40513
 Date: 6/15/16

Easements and restriction per Title Insurance Policy issued by Old Republic National Title Insurance Company, Commitment File No. 20134-0000 dated March 24, 2016.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. (NOT A SURVEY ITEM)
2. Any facts, rights, interests, or claims which are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land. (NOT A SURVEY ITEM)
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records. (NONE FOUND)
4. Any lien or right to a lien, for services, labor material therefore or hereafter furnished, imposed by law and not shown in the public records. (NOT A SURVEY ITEM)
5. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records. (NOT A SURVEY ITEM)
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records. (NOT A SURVEY ITEM)
7. 2016-11 and subsequent years Real Estate Taxes, not yet due and payable. (NOT A SURVEY ITEM)
8. Certificate of Land Use Restriction of record in Land Use Book 18, Page 451, in the Office aforesaid. (DOES NOT AFFECT SUBJECT PROPERTY)
9. Certificate of Land Use Restriction of record in Land Use Book 17, Page 681, in the Office aforesaid. (DOES NOT AFFECT SUBJECT PROPERTY)
10. Controlled or limited access, and potentially easements, as stipulated in the conveyance to the Commonwealth of Kentucky, Department of Highways, by deed recorded in Deed Book 303, Page 553, in the Office aforesaid. (REFLECTED ON SURVEY)
11. Easement granted to Russell Cave Water District, by instrument dated June 16, 1958, of record in Deed Book 665, Page 428, in the Office aforesaid. (DOES NOT AFFECT SUBJECT PROPERTY)
12. Matters reflected on plat of record in Plat Cabinet E, Page 230 in the Office aforesaid. (INCLUDES THE SUBJECT PROPERTY, BUT IS NOT APPLICABLE)



E.A. Partners, PLLC

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LEXINGTON, KENTUCKY 40513
 FACSIMILE (606) 266-9887

ALTA / ACSM LAND TITLE SURVEY

KINGSTON HALL, UNIT 1, LOT 22

2175 RUSSELL CAVE ROAD (a portion of)

LEXINGTON, FAYETTE COUNTY, KENTUCKY

DRAWN _____
 DATE 06/02/16
 CHECKED _____
 REVISED _____

SHEET

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