

**SUPPLEMENT NUMBER TWO TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR THE SHETLANDS SUBDIVISION  
(West Wind Subdivision)**

This Supplement to Declaration, is made this 7 day of Sept., 2000, by Towne Development Group, Ltd., an Ohio limited liability company, hereinafter referred to as the "Declarant".

**W I T N E S S E T H:**

**WHEREAS**, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on August 13, 1999, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Deed Book 2081, Page 667 of the Fayette County, Kentucky Clerk's Records; and

**WHEREAS**, on December 14, 1999, Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Deed Book 2100, Page 378 of the Fayette County, Kentucky Clerk's Records; and

**WHEREAS**, the Declarant, is the owner of the real property described in the attached Exhibit "A"; and

**WHEREAS**, in accordance with the provisions of Section 2.3 of the Declaration, the Declarant desires to amend the Declaration in order to annex to the Declaration the real property described in the attached Exhibit "A" and in order to subject such additional property to additional covenants and restrictions as set forth in this Supplement.

**NOW, THEREFORE**, the Declarant hereby declares as follows:

1. That the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration as well as the additional provisions of this Supplement.

Except as provided herein, the above-described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, as well as those covenants, conditions and restrictions and reservation of easements contained in this Supplement, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. That as a result of the change in the name of the Association, all references in the Declaration and By-Laws to "The Shetlands Homeowners Association, Inc." are hereby amended to "Hamburg Residential Association".

3. That Article I of the Declaration is hereby amended by adding the following definition:

RETURN TO:  
WARREN WITT  
PO BOX 12128  
LEXINGTON, KY 40580

1.15 "West Wind Lot" shall mean and refer to those residential lots developed on the real estate described on the attached Exhibit "A".

4. The following provisions are added to the Declaration:

## ARTICLE X

### ARCHITECTURAL CONTROL AND USE RESTRICTIONS

10.1 Approval of Construction Plans: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any West Wind Lot until the construction plans, specifications and an attached plan showing the location of the structure, fence, wall or improvement, the total elevation (first and second floor), general site drainage plan, a landscape plan, the type of exterior material, including brick or stone and paint samples and the driveway (which shall be concrete) shall have been approved in writing by the Declarant. When plans are formally submitted to the Declarant for review, approval or rejection shall be provided in writing within fourteen (14) days or plans shall be considered approved. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side of wall of the residences. The Declarant may vary the established building setback lines at its sole discretion, where not in conflict with applicable zoning regulations.

HVAC Equipment shall be screened from sight of street or neighbors, with plantings or approved walls, fences, or lattice, or as shown on landscape plan.

Building designs shall vary in terms of footprint, architectural elevations, fenestration, and type of roof, height, front entrance, and porch locations. Colors, materials and architectural details should be limited in number, compatibility, and repetition throughout the neighborhood.

A compatible mix of styles is acceptable providing that other basic design features which create a unity within this diversity are present.

As a general rule, no two detached buildings within a viewshed shall be exactly the same, and no two houses located adjacent to each other shall have the same brick. Variations are acceptable subject to prior written Declarant approval.

10.2 Approval - Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.3 General Requirements. The following requirements shall be applicable to all West Wind Lots:

10.3.1 Primary Use Restrictions: No West Wind Lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any West Wind Lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a West Wind Lot shall contain a private garage, large enough to accommodate at least two (2) automobiles.

Except for improvements constructed by the Declarant in connection with the development of the Property, or improvements authorized pursuant to Section 10.1, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas. Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas without the prior written consent of the Declarant or the Association.

10.3.2 Building Materials: All exterior building materials shall be brick, stone or wood in nature and shall extend approximately to the grade level on all sides of the building. All building materials are subject to prior written Declarant approval.

There shall be no vinyl as an exterior siding material. Vinyl use is limited to soffits. Special circumstances could warrant the use of additional vinyl siding subject to written Declarant approval. Vinyl and/or aluminum shall not be permitted on porch columns or rails.

Exterior materials of stone, brick and wood are encouraged. However, no partial exterior walls with vertical separation of building materials are permitted. Brick coin corners may turn the corner not more than 36" before a change in material. The vinyl lap created during installation of siding, if approved and used, shall be located toward the rear of the house.

The minimum quality requirement for roof material shall be a 3-tab, 20 year asphalt composition shingle manufactured by Owens Corning and/or GAP, in color complementary to the building.

No building exterior (whether front, side, or rear) shall consist of architectural materials inferior in quality, appearance, or detail.

A harmonious range of colors should be used within the neighborhood.

Except as otherwise provided, there shall be no exposed concrete, concrete block or stucco foundations permitted. Other exterior building materials may be permitted with prior written approval of Declarant on each individual lot basis.

Fireplaces shall be masonry fireplaces, unless otherwise approved in writing by the Declarant.

10.3.3 Setbacks:

(i) No structure shall be located on any West Wind Lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and

open porches may project into said areas not more than six (6) feet. A minimum five (5) foot side yard setbacks shall be required. The provisions of this Section shall be deemed to be complied with if the average setback of the front or side of the structures satisfies the setback line requirements set forth on the recorded plat.

(ii) The Declarant may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these restrictions, or (c) prevent the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

#### 10.3.4 Minimum Floor Areas:

(i) All one (1) story houses shall have a minimum of 1350 square feet (60' - 69' lots), 1600 square feet (70'-79' lots), and 1800 square feet (80' lots) on the ground floor, exclusive of the garage.

(ii) A one and one-half (1-1/2) story house shall have a minimum of 1200 square feet (60' - 69' lots), 1400 square feet (70'-79' lots), and 1600 square feet (80' lots) on the ground floor, exclusive of the garage.

(iii) A two- (2) story house shall have a minimum of 1,050 square feet (60' - 69' lots), 1200 square feet (70'-79' lots), on the ground floor, exclusive of the garage; and a total of 2400 square feet (80' lots) on the ground and second floor, exclusive of the garage.

(iv) Any other type of house not specifically listed above shall have a minimum of 1600 square feet, exclusive of the garage, and its design must first be approved of by the Declarant.

(v) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

(vi) The Declarant reserves the right to reject any house plan considered unacceptable, however approval will not be unreasonably withheld.

(vii) The Declarant may authorize variances from compliance with any of the foregoing minimum floor area requirements when circumstances require. No variance shall be effective unless in writing, and no variance shall prevent the Declarant from denying a variance in other circumstances.

10.3.5. Nuisances, Unsightly or Unkept Conditions: No obnoxious or offensive trade or activity shall be conducted on any West Wind Lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the Owner of each West Wind Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such West Wind Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any West Wind Lot.

10.3.6. Use of Other Structures and Vehicles:

(i) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any West Wind Lot without the prior written consent of the Declarant.

(ii) No outbuilding, trailer, tent, garage, barn or other similar structures erected on a West Wind Lot shall be used as a residence at any time.

(iii) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any West Wind Lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any West Wind Lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

10.3.7 Garages: Each residence must have a garage large enough to accommodate two (2) automobiles.

It is preferable to orient the garage on the opposite side of the house from the main flow of street traffic. The reason for this is to further emphasize the architecture of the house and to downplay the car storage area.

All corner West Wind Lots shall have side-entry garages. Exceptions granted with prior written Declarant approval. Whenever possible the garage shall be recessed from the front setback/build-to line. The garage shall not extend beyond the front setback/build-to line. Courtyard entry garages will be used whenever possible if the garage cannot be recessed.

The amount of paving needed for the driveway will be minimized whenever possible by tapering the drive to ten feet (10').

The Declarant may authorize variances from compliance with any of the foregoing garage requirement provisions when circumstances such as topography, natural obstructions, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations.

10.3.8 Radio and Television Antennas: All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the West Wind Lot. Satellite dishes shall be permitted on any West Wind Lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed one (1) meter; (b) it is screened from view of all adjacent West Wind Lots; and (c) it is either (i) attached to the residence, or (ii) located on the West Wind Lot.

10.3.9. Sodding and Landscaping: A landscape plan for each residence shall be provided to the Declarant for approval. After the residence has been constructed, the Owner shall be responsible for grading and sodding between the front, side and street sidewalls and the pavement or any abutting streets. In addition, the area between the back wall of the house and a line parallel and twenty (20) feet to the rear of the back wall of the house must be sodded.

There shall be a least three (3) trees of no less than 2 ½" caliper if deciduous, 6' if evergreen, planted by the Owner. Two (2) shall be planted in the front yard, and one (1) shall be planted in the rear yard

of each West Wind Lot. Trees planted to satisfy this requirement should be located to complement the street tree plantings provided by the Declarant. Small flowering trees planted in the landscaping bed near the residence shall not satisfy this requirement. If existing trees are retained on the West Wind Lot, then this requirement may be reduced or waived.

There shall be a Fifteen Hundred (\$1,500) Dollar landscape allowance (exclusive of the cost of sodding). The Declarant reserves the right to include, at the landscape approval process, additional landscaping at its expense.

In addition to the plant material, seasonal color and groundcover is encouraged, especially in the area of the front entrance.

Any existing tree shall be preserved. If written permission is given by the Declarant to remove any existing tree, it shall be relocated, if reasonably feasible, on other portions of the West Wind Lot.

Street Trees will be located by a landscape architect in accordance with the design plans for the Subdivision only after the driveways have been staked. Street Trees will be a maximum of forty-five feet (45') apart and shall be the species designated by a landscape architect in the design plans for the Subdivision. Landscaping must be completed within sixty (60) days of occupancy of the residence, or within thirty (30) days of the beginning of the next seasonal planting period.

10.3.10. Sidewalks, Driveways and Curbs: Each West Wind Lot Owner shall be responsible for concreting a tapered sidewalk apron of that West Wind Lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Declarant's plan; and each West Wind Lot Owner agrees to provide and maintain sidewalks on that West Wind Lot, at the Owner's expense. Each West Wind Lot Owner shall complete the driveway and sidewalk within fourteen (14) days after the completion of a single-family dwelling. The sidewalk shall be constructed at the elevation, cross slope, thickness and location in accordance with the approved street section for the Shetlands Subdivision, as approved by the LFUCG Division of Engineering. All driveways shall be composed of concrete. Any curb broken or damaged during construction of the residence shall be removed and replaced by the West Wind Lot Owner.

The Declarant may authorize variances from compliance with any of the foregoing driveway requirement provisions when circumstances such as topography, natural obstructions, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations.

10.3.11. Business/Home Occupations: No trade or business of any kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the West Wind Lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any West Wind Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding any other provisions of this Declaration, 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 three (3) years from completion of that house.

10.3.12. Mailboxes: To insure uniformity, all mailboxes shall be designed by the Declarant.

10.3.13. Fences: Fences and walls shall be of stone or brick, and shall be architecturally compatible with the style, materials and colors of the principal building on the same West Wind Lot. A stone or cast stone cap is encouraged. No other type of fence or wall may be constructed or permitted on any West Wind Lot unless prior approval is obtained from the Declarant.

10.3.14. Hedges: No hedge shall be planted on any West Wind Lot unless its placement and planning are approved in writing by the Declarant.

10.3.15. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Pools, Etc.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring West Wind Lots, streets, and property located adjacent to such West Wind Lot, except that basketball goals may be placed so as to be visible to adjoining West Wind Lots if the backboard is glass or of a transparent material. All rubbish, trash and garbage shall be regularly removed from the West Wind Lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any West Wind Lot. No aboveground pools shall be erected, constructed or installed on any West Wind Lot.

10.3.16. Drainage and Irrigation: Drainage of each West Wind Lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all West Wind Lot connections shall be made with water-tights joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Declarant. All sprinkler and irrigation systems shall draw water only from the local Water Company, unless otherwise approved by the Declarant.

Erosion control devices constructed by the Declarant or developer shall be maintained by the Builder of each West Wind Lot until occupancy of the residence or completion of landscaping and seeding/sodding.

10.3.17. Disposal of Trash: No West Wind Lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

10.3.18. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any West Wind Lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in the geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other West Wind Lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

10.3.19 Owner's Duty to Maintain Property: Each West Wind Lot Owner shall keep the grass properly cut, keep the West Wind Lot free from weeds and trash, and keep the West Wind Lot neat and attractive. If a West Wind Lot Owner fails to so maintain the West Wind Lot, the Declarant may take any action it deems appropriate to make that West Wind Lot neat and attractive, and the Owner shall, upon demand, reimburse the Declarant for any expenses incurred.

10.3.20. Signs: No signs of any kind shall be displayed on any West Wind Lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Declarant. The Declarant is responsible for street signage (including street names and standard D.O.T. signs) as well as entrance signs to the neighborhood and any other sign that may occur in the Subdivision.

10.3.21. Utilities: Each West Wind Lot owner shall be responsible for preserving and protecting underground utilities located on the West Wind Lot; no utility lines of any kind may be above ground unless approved by the Developer.

10.3.22. Gardens: No vegetable gardens shall be placed or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

10.3.23. Subdivision/One Building Per West Wind Lot: No additional subdivision of any West Wind Lot shall be made without the written consent of the Declarant and any appropriate governmental bodies; further no more than one (1) building shall be built on any West Wind Lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Declarant.

10.3.24. Zone Changes: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Declarant

10.3.25. Roof Pitch: No roof on any residence shall be less than 6-12 pitch unless approved in writing by the Declarant. No roof on any residence shall be more than 12/12 pitch unless approved in writing by the Declarant. Roofing over garage areas shall have a symmetrical slope.

10.3.26. Lighting: Except for seasonal Christmas decorative lights, which may be used between December 1 and January 10 only, all exterior lights must obtain the prior written approval of the Declarant.

Exterior lights which include lights on the buildings, lampposts, up or down lighting on trees, and any other landscape lighting must obtain the prior written approval of the Declarant.

Street lighting is provided by the Declarant.

10.3.27. Artificial Vegetation, Exterior Sculpture and Similar Items: No artificial vegetation shall be permitted on the exterior of any portion of the West Wind Lots. Exterior sculpture, foundations, flags, and similar items must be approved in writing by the Declarant.

10.3.28. Energy Conservation Equipment: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any West Wind Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant.

10.3.29. Lakes: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including without limitation, fishing, swimming, boating, playing, or use of

personal floatation devices, shall be permitted. The Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized use of lakes, ponds, streams within the Subdivision.

10.3.30. Preservation of Farm Road Fences and Tree Lines: Any existing fence lines built along and trees growing along the historic farm roads which transverse throughout the Hamburg Place Community shall be preserved. No such fence or tree may be removed or torn down without the Declarant's prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Declarant or the Master Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged. Such fences and trees shall be maintained by the Master Association, and the costs of such maintenance shall be a common area expense allocated among the owners of all West Wind Lots in the Hamburg Residential Community pursuant to the Master Declaration. Additionally, to the extent practical, existing trees on any lot shall also be preserved.

10.3.31. Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE X SHALL NOT APPLY TO ANY RESIDENCES CONSTRUCTED ON LOTS OTHER THAN WEST WIND LOTS. ADDITIONALLY, THE PROVISIONS OF ARTICLE VII OF THE DECLARATION SHALL NOT BE APPLICABLE TO WEST WIND LOTS.

## ARTICLE XI

### RECREATION FACILITY ASSESSMENT

11.1 Covenant for Recreational Facility Assessment: Each person, group of persons or entity who becomes an Owner of a West Wind Lot, other than the Declarant or a Builder, 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 Association an Annual Recreational Assessment; such assessment to be fixed, established and collected from time to time as provided in this Declaration. The Annual Recreational Assessment levied by the Association is for the purpose of maintaining the recreational facilities set forth in paragraph 11.2. The initial amount of the Annual Recreational Assessment shall not exceed \$350.00 per West Wind Lot. The assessment shall commence at such time as determined by the Board and shall be increased on an annual basis in an amount determined by the Board. The Declarant and the Builders shall be exempt from the obligation to pay the Annual Recreational Assessment. Except as provided herein, the procedure for the assessment, collection and enforcement of the Annual Recreational Assessment shall be the same as for the other assessments levied by the Association pursuant to Article V.

11.2 Recreational Facilities: On or before the date that seventy-five (75) residences have been constructed and occupied on the West Wind Lots, the Declarant, at its expense, shall construct a swimming pool and cabana for the benefit of the West Wind Lots provided such facility shall have been reviewed and approved by the appropriate governmental authorities, including LFUCG.

11.3 Annual Family Memberships: The Owners of Lots in the Shetlands Subdivision by virtue of their membership in the Association shall not be entitled to use the recreational facilities constructed for the benefit of Owners of West Wind Lots. The Association shall, however, have the right to sell annual family memberships to individuals or families who reside in the Shetland Subdivision so that such parties shall have the right to use

the recreational facilities constructed for the benefit of Owners of West Wind Lots. The Board of Trustees, on an annual basis, shall establish the price of the annual family memberships as well as the initiation fee, if any, associated therewith. In no event shall the amount of the annual family membership fee ever be less than the then current amount of the Annual Recreational Assessment.

11.4 Additional Assessments: THE ASSESSMENTS SET FORTH IN THIS ARTICLE XI ARE IN ADDITION TO THE ASSESSMENTS SET FORTH IN ARTICLE V.

5. This Supplement is made pursuant to the authority granted by Section 2.3 of the Declaration, providing for the amendment of the Declaration and the annexation of additional property subject to additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration, as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the said Towne Development Group, Ltd., an Ohio limited liability company, has hereunto set its signatures on the day and year first above written.

**TOWNE DEVELOPMENT GROUP, LTD.,**  
an Ohio limited liability company

By: *Philip T. Montanus*  
Philip T. Montanus, Managing Member

STATE OF OHIO :  
: SS:  
COUNTY OF HAMILTON :

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of SEPT., 2000, by Philip T. Montanus, Managing Member of Towne Development Group, Ltd., an Ohio limited liability company, on behalf of said company.

*Robert W. Bybee*  
Notary Public

This instrument prepared by:

*Stephen R. Hunt*  
Stephen R. Hunt, Esq.  
Aronoff, Rosen & Hunt  
2400 Firststar Tower  
425 Walnut Street  
Cincinnati, Ohio 45202  
(513) 241-0400



**ROBERT W. BYBEE**  
Notary Public, State of Ohio  
My Commission Expires Dec. 12, 2004

**Legal Description  
for  
Hamburg Place Community Development Phase II  
West Wind Subdivision**

Being all of a West Wind Subdivision (containing 82.42 acres) as shown on the Non-Building Plat of Hamburg Place Community Development Phase II (West Wind Subdivision) of record in Plat Cabinet "L" Slide 117 in the Fayette County Clerk's Office and being the same property conveyed to Towne Development Group LTD., by deed dated June 5, 2000, of record in Deed Book 2133 Page 734, in the Fayette County Clerk's Office.

Exhibit A

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



By: Patty DAVIS, dc

200009180096

September 18, 2000 10:30:36 AM

Fees	\$25.00	Tax	\$ .00
------	---------	-----	--------

Total Paid	\$25.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

12 Pages

232 - 243