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DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS

WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B
LOTS 175 THROUGH 208

PLAT CABINET 8, SLOT 110
NELSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAWN SPRINGS SUBDIVISION PHASE VII-B, is made on ____ day of DECEMBER, 2003, by C. BARR SCHULER and JoAN BROWN SCHULER, husband and wife, (hereinafter collectively referred to as "Developer").

WHEREAS, Developer is the Owner of certain real property in Nelson County, Kentucky, which is to be developed as a residential subdivision:

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

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

BEING LOTS 175 through 208, inclusive, as shown on the plat of WOODLAWN SPRINGS SUBDIVISION Phase VII-B, of record in Plat Cabinet 8, Slot 110, in the office of the Clerk of Nelson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated March 2, 1990, of record in Deed Book 279, Page 577, and also, by Deed of Correction dated November __, 1994, as recorded in Deed Book 317, Page 120, all in the Office of the Clerk of Nelson County, Kentucky.

Definitions. The following terms as used in these Restrictions shall have the following meanings:

- (a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B.
- (b) "Developer" shall mean C. Barr Schuler and JoAn Brown Schuler, their successors and assigns, which shall include, but shall not be limited to any person, corporation, association, or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.
- (c) "Lot" shall mean any subdivided lot or similar property which comprises a part of WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B.
- (d) "Lot Owner" shall mean the owner or owners of any Lot in WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B.

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

- (a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 34 Lots a part of a larger community being developed in

accordance with current plans known as WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within WOODLAWN SPRINGS SUBDIVISION which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within WOODLAWN SPRINGS shall inure to the benefit the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

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

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

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling with attached garage designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plan showing the grade elevation, (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to who it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Any exposed retaining wall shall be faced with the same brick or stone as the residence. At the sole discretion of the developer, the facing material may be a different material, however, the use of said material must be approved by developer prior to construction. Any exposed foundation and/or basement shall be faced with the same brick or stone as the residence and in the event the foundation and/or basement wall is of a different material than the exterior material of the house, said foundation and/or basement wall must be faced with a brick, stone or other facing material approved by developer.

Prior to beginning construction on any lot, the builder shall grade driveway, install pipe where necessary and rock the first 20 feet of the driveway to keep streets as free as possible from mud and other debris during construction.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within WOODLAWN SPRINGS.

(4) Building Materials.

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

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front lot set back of 25 feet as shown on the recorded plat of WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B. Side yard set backs shall total twenty (20) feet for both side yards with a minimum of ten (10) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,500 square feet, with the ground floor area a minimum of 1,500 square feet exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1,800 square feet, with the ground floor area a minimum of 1,300 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 1,900 square feet.

(d) Any home design other than a one story, 1-1/2 story or 2 story must be approved by developer and such approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) Garages; Carports. All Lots shall have at least a 2 car garage unless otherwise approved in writing by Developer. No detached garages are allowed. Garages attached to homes on lots N/A through N/A shall have entry into the garage from the side or rear only with no entry to garage from the front.

No carport shall be constructed on any Lot in WOODLAWN SPRINGS SUBDIVISION, PHASE VII-B.

There shall be one (1) single family dwelling per lot in Phase VII-B, Woodlawn Springs Subdivision and no other buildings shall be erected on any lot in Phase VII-B.

(f) The requirement for an attached garage may be waived in some instances by the Developer if the home to be constructed has a drive-in-garage in the basement. Approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(g) The roof pitch must be not less than six inches (6) vertical for every twelve inches (12) horizontal.

(7) Nuisances.

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

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed it being provided however that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

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

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

(10) Driveway.

All driveways shall be asphalt, concrete, or paving brick or stone approved by the developer.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures, will be fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a

portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(13) Clothes lines.

No outside clothes lines shall be erected or placed on any Lot.

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or Section (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot numbers as allowed by applicable zoning regulations.

(17) Drainage.

It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the home Owner shall correct the problem at his expense or Developer may correct problem and the Lot Owner shall be responsible for any costs or expenses to correct problem. Each Lot owner will insure that drainage from His/Her/Their Lot shall not cause dirt, silt, rubbish, etc. to enter grounds of the Golf Course at WOODLAWN SPRINGS and shall take whatever action is necessary to prevent same including if necessary drainage fencing during construction.

(a) Underground Utility Service. Each property owner's gas and electric utility service lines shall be underground throughout the length of service line. From point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and

maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or Lot Owner without the express written consent of utility providers and their respective successors and assigns.

(b) Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of WOODLAWN SPRINGS, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

(18) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. All Homeowners shall subscribe to service of the sanitary disposal company responsible for pick-up and removal of waste from WOODLAWN SPRINGS.

(19) Obligation to Construct or Reconvey.

Within 60 months after the date of conveyance of a Lot within a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to

repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of general warranty.

The only exception to the obligation to construct or reconvey will be circumstances where a homeowner has purchase two or more contiguous lots and erected a primary residence and is using additional lots as an integral part of their residence yard.

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

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

(20) Restrictions run with Land.

Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These

restrictions may be canceled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(21) Enforcement.

Enforcement of these restrictions, excepting paragraph (19), shall be by proceeding at law or in equity, brought by any Owner of real property in WOODLAWN SPRINGS, PHASE VII-B by a property Owners association to be formed under paragraph (23), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(22) Invalidation.

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

(23) Fees for Subdivision Fund: Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a member of the WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 2004. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vender's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(24) Homeowners Association.

Developer has incorporated the WOODLAWN SPRINGS HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(25) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(26) Owners of Lots, homes or any residents understand that WOODLAWN SPRINGS GOLF COURSE will be an integral part of the subdivision community. Operation of the course will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Course understand that recreation activities will be conducted as permitted by the By-Laws of the Course.

(27) All Owners of Lots bordering or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course, as necessary to prevent silt from entering golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced items shall be at Lot Owner's expense.

(28) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(29) Maintenance of Open Space, Walking Path, Tennis Courts and Entrances.

The Homeowners Association will maintain the open space, tennis courts, walking paths, and entrance, which are an integral part of the subdivision community and development.

(30) No common areas including medians in the right of way, open space, walking paths, tennis courts and entrance shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Bardstown and Nelson County Planning Commission. The provisions contained in this paragraph numbered (30) shall not be amended by the Homeowners Association.

(31) "Annexation. No protest, petition, suit, or any other form of remonstrance shall be made to any future annexation by the City of Bardstown of the subject lots."

WITNESS the signature of Developer by its duly authorized officer on this 17th day of December, 2003.

JoAn Brown Schuler

By: John Brown Schuler

C. Barr Schuler

By: C. Barr Schuler

STATE OF KENTUCKY
COUNTY OF Nelson

The foregoing instrument was acknowledged before me this 17th day of Dec, 2003 by JoAn Brown Schuler and C. Barr Schuler.

Joseph W. O'Donell
Notary Public, State at Large, KY
My commission expires 2/17/07

Prepared By:

C. Barr Schuler
C. Barr Schuler by John Brown Schuler
P.O.A.

BY John Brown Schuler
D.C.

2003 DEC 19 PM 1:17

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DEED OF EASEMENT/MAINTENANCE AGREEMENT
(Storm Water Retention/Drainage)

THIS DEED OF EASEMENT ("Easement") is made, entered into and effective as of the 17 day of Dec, 2003, by and between WOODLAWN SPRINGS GOLF COURSE, a Kentucky general partnership comprised of DENNY BREEDING CONSTRUCTION, INC., JAMES L. BREEDING, and SCHULER, L.L.C., all maintaining a mailing address for purposes of this instrument at c/o Denny Breeding, 103 Woodhill Drive, Bardstown, Kentucky 40004 (hereinafter collectively referred to as the "OWNER"); and, NELSON COUNTY FISCAL COURT, a Kentucky governmental entity maintaining a mailing address for purposes of this instrument at the Nelson County Courthouse, Courthouse Square, Bardstown, Kentucky 40004 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the OWNER does hereby grant, transfer and convey to the GRANTEE, its agents, contractors, successors and assigns, a perpetual non-exclusive easement for storm water drainage and retention, and the right, power and privilege to construct, install, improve, use, maintain, rebuild, repair and/or replace appropriate subsurface improvements (not materially adversely affecting the use and operation of the golf course property over which such easement is granted as described herein), over, across and through the hereinafter described land, and the further right to remove any and all obstacles within said easement which interfere with the construction, operation, maintenance and/or repair of said drainage improvements and/or uses.

The land belonging to OWNER over which this easement is granted is situated in or near the City of Bardstown, Nelson County, Kentucky, and is more particularly described as follows:

Being those certain parcels identified as Sinkhole Drainage Area #1, Sinkhole Drainage Area #2, and Sinkhole Drainage Area #3, together with those certain drainage easements leading to such Sinkhole Drainage Areas, all as depicted upon the Final Plat of Woodlawn Springs, Phase VII-B, appearing of record in Plat Cabinet 8, Plat 110, in the office of the Clerk of Nelson County, Kentucky.

Being a portion of the real estate acquired by Owner by deed dated the 7th day of April, 2000, from C. Barr Schuler, Executor of the Estate of Lelia Mann Brown, et. al., and appearing of record in Deed Book 366, Page 380, in the Office of the Clerk of Nelson County, Kentucky.

The parties hereto understand, notwithstanding the above easement, any and all maintenance required of said Sinkhole Drainage Areas shall be the sole and exclusive responsibility of the Owner of the Woodlawn Springs Golf Course, and its/their respective heirs, successors and assigns, all in accordance with all applicable governmental standards, specifications, rules, regulations and requirements.

IN WITNESS WHEREOF, the OWNER and GRANTEE have hereunto subscribed their names by their duly authorized officers and/or agents this the day and year first set forth above.

OWNER:

WOODLAWN SPRINGS GOLF COURSE,
(a Kentucky general partnership)

BY: DENNIE BREEDING
CONSTRUCTION, INC., Partner

BY: Dennie Breeding
TITLE: Partner

BY: James L. Breeding
JAMES L. BREEDING, Partner

SCHULER, L.L.C., Partner

BY: C. Barr Schuler
TITLE: member

GRANTEE:

NELSON COUNTY FISCAL COURT

BY: James P. Willett

TITLE: Court Judge

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of Dec, 2003, by Deane Breeding, acting in his/her capacity as Partner of DENNIE BREEDING CONSTRUCTION, INC., as a general partner of Woodlawn Springs Golf Course, a Kentucky general partnership, to be the free and voluntary act and deed of said partnership.

Joseph A. O'Daniel
NOTARY PUBLIC
My Commission Expires: 2/17/07

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of Dec, 2003, by JAMES L. BREEDING, acting in his capacity as a general partner of Woodlawn Springs Golf Course, a Kentucky general partnership, to be the free and voluntary act and deed of said partnership.

Joseph A. O'Daniel
NOTARY PUBLIC
My Commission Expires: 2/17/07

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of Dec, 2003, by C. BARR Schuler, acting in his/her capacity as Partner of SCHULER, L.L.C., as a general partner of Woodlawn Springs Golf Course, a Kentucky general partnership, to be the free and voluntary act and deed of said partnership.

Joseph A. O'Daniel
NOTARY PUBLIC
My Commission Expires: 2/17/07

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16th day of December, 2003, by Deane Willett, acting in his capacity as C. Judge/Keeper of the Nelson County Fiscal Court, a Kentucky governmental agency, to be the free and voluntary act and deed of said agency.

L. J. Smith
NOTARY PUBLIC
My Commission Expires: 8/17/2004

This Instrument Prepared By:

James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
P.O. Box 327
Bardstown, Kentucky 40004
502/348-4873
(Without Title Examination)

2003 DEC 19 PM 22
NOTARY PUBLIC
NELSON COUNTY CLERK
BY James P. Willett, III
D.C.