

RESTRICTIONS  
CONCERNING WOODLAND PROTECTION

FOR

THE FALLS AND OLD HENRY CONDOMINIUMS  
Jefferson County, Kentucky

THESE RESTRICTIONS CONCERNING WOODLAND PROTECTION FOR THE FALLS AT OLD HENRY CONDOMINIUMS ("RESTRICTIONS") are made, imposed and declared on the 4<sup>th</sup> day of May, 2006, by RICHARD BROOKS CONSTRUCTION COMPANY, a Kentucky corporation, 206 Old Harrods Creek Road, Louisville, Kentucky 40223 ("Brooks").

WITNESSETH:

WHEREAS, Brooks is the owner of certain real property in Jefferson County, Kentucky, more particularly described on Exhibit A attached hereto, pursuant to deed of record in Deed Book 8182, Page 54 in the office of the Clerk of Jefferson County, Kentucky, which will be developed as a certain residential community known as "The Falls at Old Henry Condominiums" or "Condominiums"; and

WHEREAS, it is the desire and intention of Brooks to develop the real property herein or hereafter made subject to these Restrictions in accordance with the provisions of these Restrictions and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions;

NOW, THEREFORE, in order to provide for a pleasing atmosphere in The Falls at Old Henry Condominiums, and to subject certain parts of The Falls at Old Henry Condominiums to restrictions designed to preserve trees and wooded areas in perpetuity, and to subject any and all persons who ever take title to any part of the Property to such preservation restrictions, Brooks does hereby restrict the Property as follows:

1. Woodland Protection Areas. The Woodland Protection Areas designated on the Woodland Protection Exhibit attached hereto as Exhibit A represent portions of the site, which shall be permanently preserved. Woodland Protection Areas (WPAs) identified on Exhibit A represent portions of the site on which all existing vegetation shall be permanently preserved. All clearing, grading, and fill activity in these areas must be in keeping with restrictions established at the time of development plan approval. No further clearing, grading, construction or other land disturbing activity, except as necessary to provide for utilities, shall take place within the designated WPAs beyond pruning to improve the general health of the tree or to remove any dead or declining trees that may pose a public health and safety threat. As trees are lost thru natural causes new trees shall be planted in order to maintain minimum tree canopy as specified in Chapter 10, Part 1 of the LDC and as shown on the approved Tree Canopy/Landscape Plan.

Any tree or shrub removed in violation of these Restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that

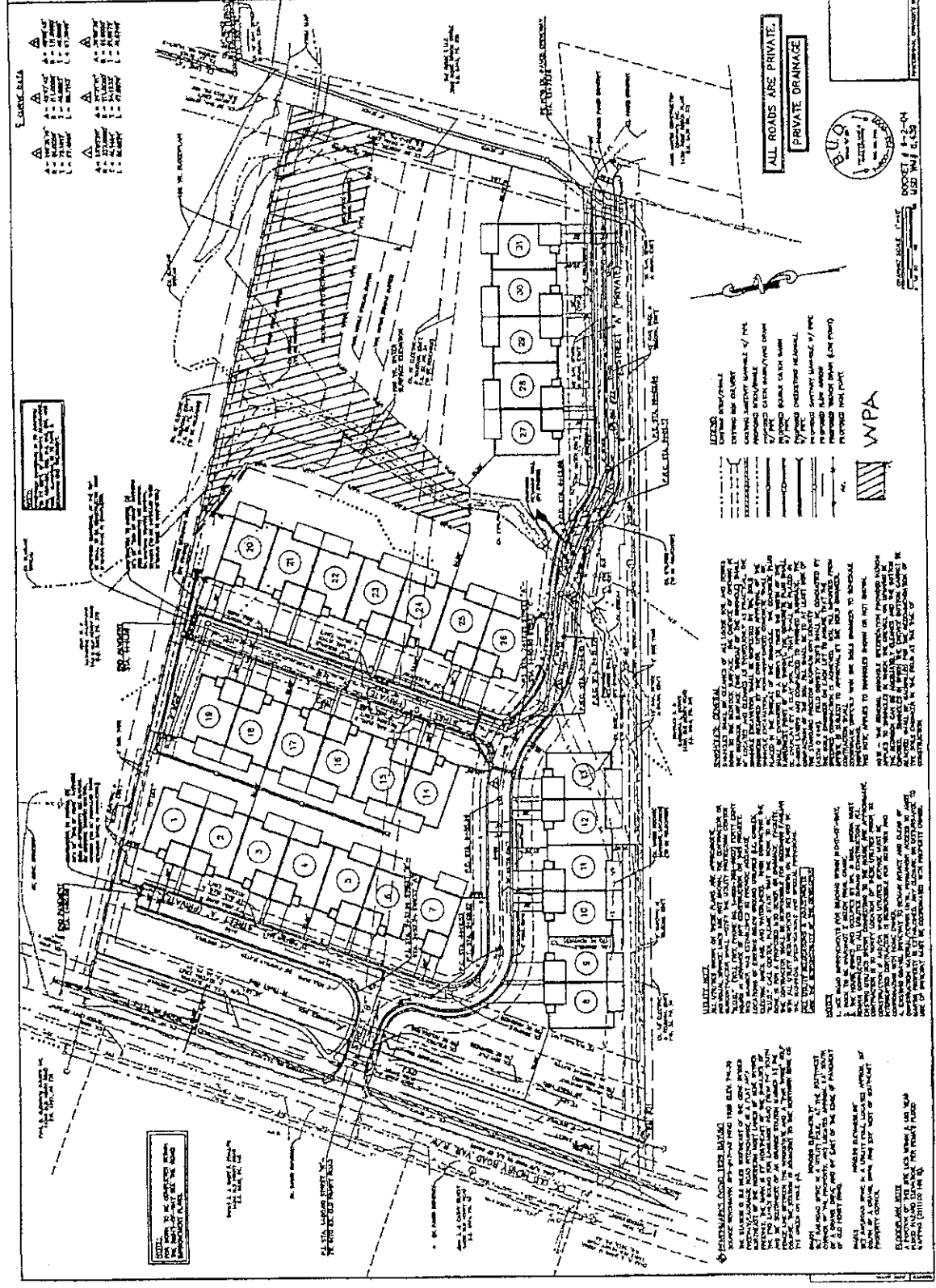


**CONSTRUCTION PLANS**  
**THE FALLS AT OLD HENRY**  
 STREET A, B, & C

DEVELOPER  
 JAMES MARTIN CONSTRUCTION  
 208 TOMMYHORN DRIVE  
 STATE 100-101  
 LOUISVILLE, KY 40245  
 (502) 244-0444

OWNER  
 CAROLYN E. &  
 ROYAL F. BROOKS  
 1401 KODOL BROOK PLACE  
 LOUISVILLE, KY 40245  
 (502) 241-9943

DATE: 3/7/78  
 SHEET NO. 7 OF 10  
 DRAWN BY: J.M.C.  
 CHECKED BY: J.M.C.  
 PROJECT NO. 100-101

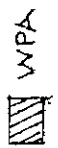


- LEGEND**
- ▲ 1" = 1' FINISH GRADE
  - ▲ 1" = 1' EXISTING GRADE
  - ▲ 1" = 1' PROPOSED GRADE
  - ▲ 1" = 1' EXISTING CURB
  - ▲ 1" = 1' PROPOSED CURB
  - ▲ 1" = 1' EXISTING DRIVE
  - ▲ 1" = 1' PROPOSED DRIVE
  - ▲ 1" = 1' EXISTING SIDEWALK
  - ▲ 1" = 1' PROPOSED SIDEWALK
  - ▲ 1" = 1' EXISTING CONC. DRIVE
  - ▲ 1" = 1' PROPOSED CONC. DRIVE
  - ▲ 1" = 1' EXISTING CONC. SIDEWALK
  - ▲ 1" = 1' PROPOSED CONC. SIDEWALK
  - ▲ 1" = 1' EXISTING CONC. DRIVE
  - ▲ 1" = 1' PROPOSED CONC. DRIVE
  - ▲ 1" = 1' EXISTING CONC. SIDEWALK
  - ▲ 1" = 1' PROPOSED CONC. SIDEWALK

**ALL ROADS ARE PRIVATE.**  
**PRIVATE DRAINAGE**



- NOTES**
1. SEE PLAN FOR LOCATION OF ALL LOTS AND DRIVE.
  2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  4. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  5. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  6. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  7. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  8. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  9. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  10. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  11. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  12. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  13. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  14. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  15. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  16. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  17. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  18. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  19. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  20. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  21. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  22. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  23. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.
  24. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF LOUISVILLE AND THE STATE OF KY.



**DECLARATION OF RESTRICTIONS AND EASEMENTS**  
**GOVERNING ACCESS AND LANDSCAPING**

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS GOVERNING ACCESS AND LANDSCAPING ("Declaration") is made and entered into this 15<sup>th</sup> day of AUGUST, 2008 by The Ridge I, LLC, a Kentucky limited liability company, the Falls at Old Henry Condominiums Council (collectively the "Declarant") and Richard and Carolyn Brooks, husband and wife ("Brooks").

WITNESSETH:

**WHEREAS**, Declarant is the owner of property in Jefferson County, Kentucky by deed of record in Deed Book 8889, Page 985, in the office of the County Clerk of Jefferson County, Kentucky (the "Falls Property"), which property is directly to the west of property owned by Richard and Carolyn Brooks, which the Brooks acquired by deed of record in Deed Book 8759, Page 684 in the office of the Clerk aforesaid (the "Brooks Property"); and

**WHEREAS**, the Falls property is subject to a Master Deed of record in Deed Book 9150, Page 944 in the office of the Clerk aforesaid, which Master Deed gives the Ridge I and the Council of Co-Owners the right to grant certain access easements; and

**WHEREAS**, Declarant desires to grant certain rights and impose certain rights, easements and restrictions on, over and upon said Ridge Property for the benefit of itself and all future owners of any part of said Ridge Property and to provide for the harmonious, beneficial and proper use of said Ridge Property and to provide access and landscaping easements to Brooks for the benefit of the Brooks Property and any owner or future owner of the Brooks Property; and

**WHEREAS**, Declarant and Brooks desire and intend that the owners, occupants and other persons hereafter acquiring any interest in the Ridge Property and Brooks Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth;

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

1. **Beneficial Parties: Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all other terms of this instrument shall run with the land and shall be binding upon and inure to the benefit of the Brooks and Declarant, their heirs, executors, administrators, successors and assigns as well as their employees, tenants, invitees and guests.
2. **Provision of Access.** As shown on Exhibit A attached hereto, Declarant hereby grants a thirty foot easement of access from Old Henry Road across the Ridge Property to the Brooks Property. Easements are further declared and granted and reserved for ingress and egress for pedestrian traffic over, upon, through and across sidewalks, and for vehicular traffic over, upon, through and across driveways as such sidewalks and driveways from time to time, may be paved and intended for such purposes. All easements and rights described herein are easements appurtenant, running with the land and shall inure to the benefit of and be binding upon the Brooks, their heirs, executors, administrators, successors and assigns, and the employees, tenants, invitees and guests of same.

3. **Landscape easement.** As shown on Exhibit B attached hereto, Ridge grants an exclusive possessory right to Brooks to the area shown on Exhibit B for the purpose of installing and maintaining landscaping and other buffering materials (the "Landscape Easement"). Brooks shall maintain the Landscape Easement in a first class manner similar to that of the rest of the Brooks and Ridge Properties.

3. **Maintenance and upkeep.** It shall be the responsibility of the owners of the Ridge Property to maintain that portion of the Ridge Property subject to the aforesaid Access Easement, in condition similar to that of a public street, free of all debris, snow and ice.

4. **Remedies.** In the event that the owner of either the Ridge Property or the Brooks Property shall institute any action or proceeding against the other Property owner relating to the provisions of this Agreement, or any default hereunder, or to collect any amounts owing hereunder, the unsuccessful litigant in any such action or proceeding shall reimburse the successful litigant therein for costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom, including attorney's fees and court costs. All remedies are cumulative and shall be deemed in addition to any and all other remedies to which either lot owner may be entitled in law or in equity. Each owner shall also have the right to restrain by injunction any violation or threatened violation by the other Property owner of any of the terms, covenants or conditions of this Declaration or to obtain a decree to compel specific performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition is not adequate.

7 **Amendment Hereto.** This instrument shall not be modified except by writing executed by the owners of both of the Ridge Property and the Brooks Property and in form appropriate for recording with the Office of the Clerk of Jefferson County, Kentucky, which instrument shall be filed of record in the aforesaid office.

IN WITNESS WHEREOF, the parties have caused this Declaration to be signed by said Declarant as of the day and year first above written.

The Ridge, LLC

By: [Signature]

Title: [Signature]

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 15<sup>th</sup> day of August, 2008, Amos Martin, Member of The Ridge, LLC. appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of The Ridge, LLC.

My Commission expires: 9-24-2011

[Signature]  
NOTARY PUBLIC

STATE AT LARGE, KENTUCKY

[Signature]  
Richard Brooks

[Signature]  
Carolyn Brooks

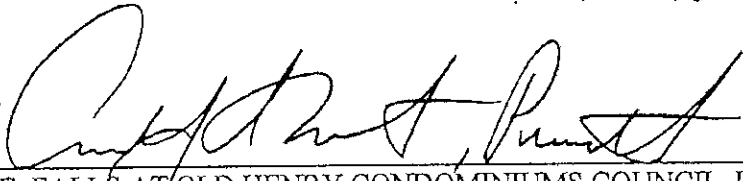
STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 15<sup>th</sup> day of August, 2008, Richard and Carolyn Brooks, husband and wife appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as their free and voluntary act and deed.

My Commission expires: 9-24-2011

[Signature]  
NOTARY PUBLIC

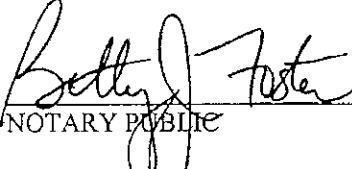
STATE AT LARGE, KENTUCKY

  
THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC

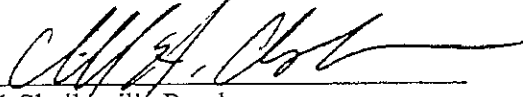
STATE OF KENTUCKY                    )  
  ) SS  
COUNTY OF JEFFERSON                )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 15<sup>th</sup> day of August, 2008, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of The Falls and Old Henry Condominiums Council, Inc..

My Commission expires: 9-24-2011

  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY

**THIS INSTRUMENT PREPARED BY:**

  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

E:\CLIENT FOLDER\Martin, Amos & Brooks, Richard\Falls at Old Henry\CrossOverAgmt.doc

NOTES:  
THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

JB 09276 PG 085

⬮ DENOTES ACCESS EASEMENT  
"BEING GRANTED" = 29,623 SQUARE FEET

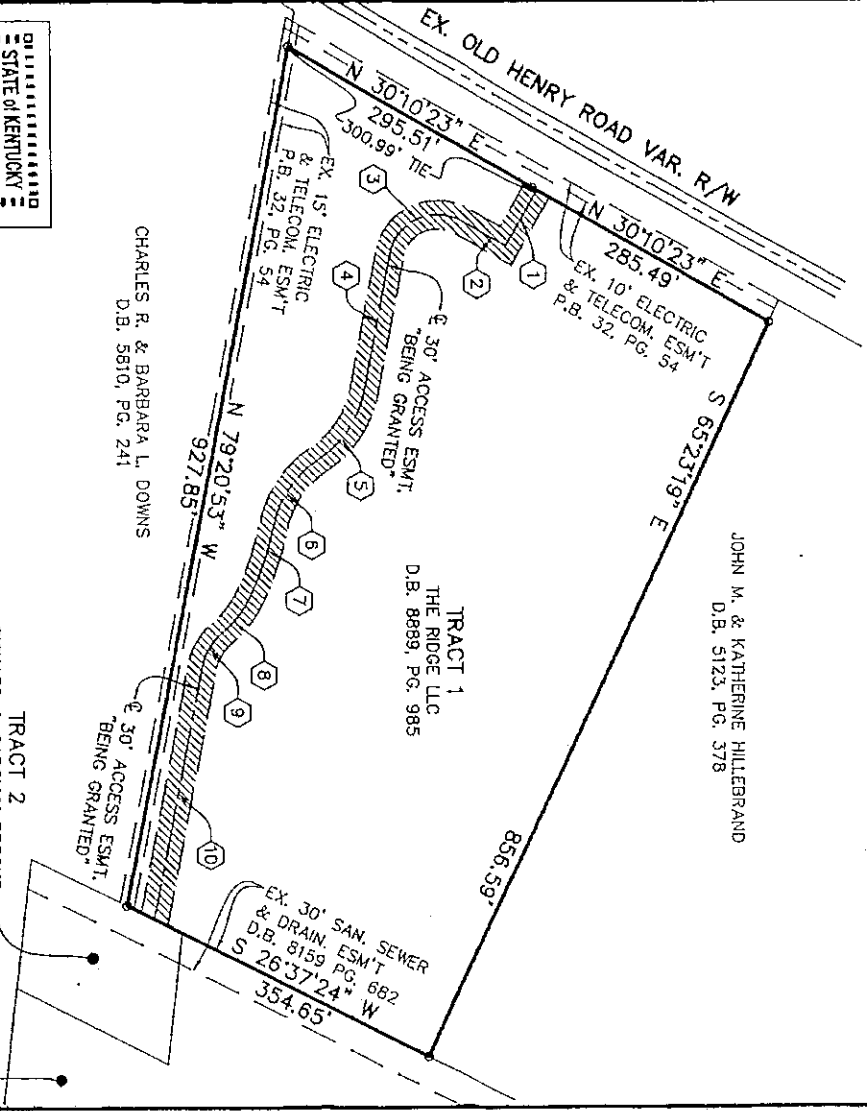
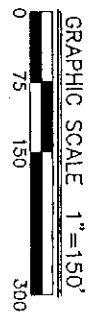
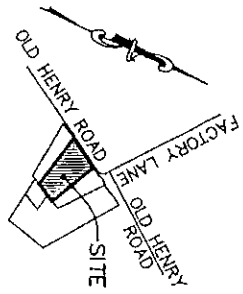
A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION, PER FEMA'S FLOOD MAPPING (2111100 105 D).

⊖ DENOTES FOUND 1/2" REBAR WITH CAP #2843

**BEARINGS & DISTANCES**

- 1 S 60°39'47" E 68.01'
- 2 S 30°10'23" W 52.79'
- 3 S 24°35'15" E 83.31' R=51.00'
- 4 S 79°20'53" E 147.67'
- 5 S 56°27'02" E 86.38' R=111.00'
- 6 S 56°06'04" E 85.13' R=111.00'
- 7 S 71°41'17" E 81.69' R=337.00'
- 8 S 52°27'56" E 47.15' R=111.00'
- 9 S 59°46'34" E 40.87' R=61.00'
- 10 S 79°20'53" E 274.31'

NORTH AND ALL BEARINGS ARE BASED ON DEED BOOK 8629, PAGE 501. REFERENCE BEARING (S 65°23'19" E)



STATE OF KENTUCKY  
TRAVIS K. BENTLEY  
BENTLEY  
3697  
LICENSED PROFESSIONAL LAND SURVEYOR

**Land Surveyor's Certificate**  
I hereby certify that this plat was made under my supervision and is correct to the best of my knowledge and belief. This easement plat meets or exceeds the minimum standards of Metropolitan Sewer District.

**ACCESS EASEMENT PLAT**

PROPERTY OF:  
THE RIDGE, LLC.  
DEED BOOK 8889, PAGE 985  
209 TOWNEPARK CIRCLE SUITE 100  
LOUISVILLE, KY, 40243-2323  
TAX BLOCK 1699, LOT 2  
PROPERTY ADDRESS:  
14311 OLD HENRY ROAD  
LOUISVILLE, KY.

TRAVIS K. BENTLEY PLS# 3697  
MINDEL, SCOTT & ASSOCIATES, INC.  
PLANNING • ENGINEERING • SURVEYING  
LANDSCAPE ARCHITECTURE  
5151 Jefferson Blvd.  
Louisville, Kentucky 40219  
(502) 485-1508

DATE: 11/27/07  
SCALE: 1"=150'

Sheet 1 of 1  
Exhibit A

JOB NO.: 2201-EP7



**EASEMENT, RESTRICTIONS, AND MAINTENANCE REQUIREMENTS  
FOR TWO LOTS ON A MINOR PLAT**

THIS INSTRUMENT made and entered into on this 29 day of NOVEMBER 2007,  
by the undersigned Owners, THE RIDGE, LLC.

per Deed Book 8889


Page 985 confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of Tract 2 are hereby granted the easement shown on the attached plat for ingress and egress across the property designated as Tract 1 on said plat. Said easement shall be for the benefit of said owners or occupants, their guests and invitees.
2. The rights conveyed by said easement are limited to such as is customarily incidental to RESIDENTIAL usage of the lot.
3. All costs of expenses incidental to the maintenance, repair or rebuilding of said roads so as to keep it in a good and passable condition as a private road shall be borne one-half by the owners of each lot.  
The lot of any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.
4. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville Metro Planning Commission.
6. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.
7. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signature of the owners of said lots as of the day and year set out above.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Name Typed

  
\_\_\_\_\_  
Owners Signature

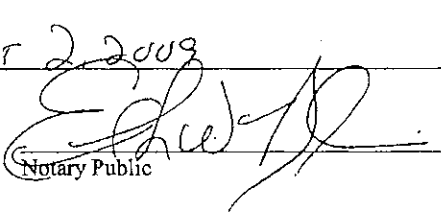
Richard Brooks  
\_\_\_\_\_  
Name Typed

State of Kentucky )

County of Jefferson )

I, a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by RICHARD BROOKS who acknowledged it to be the free act and deed of that person. Witness my hand this 29th day of NOVEMBER, 2007.

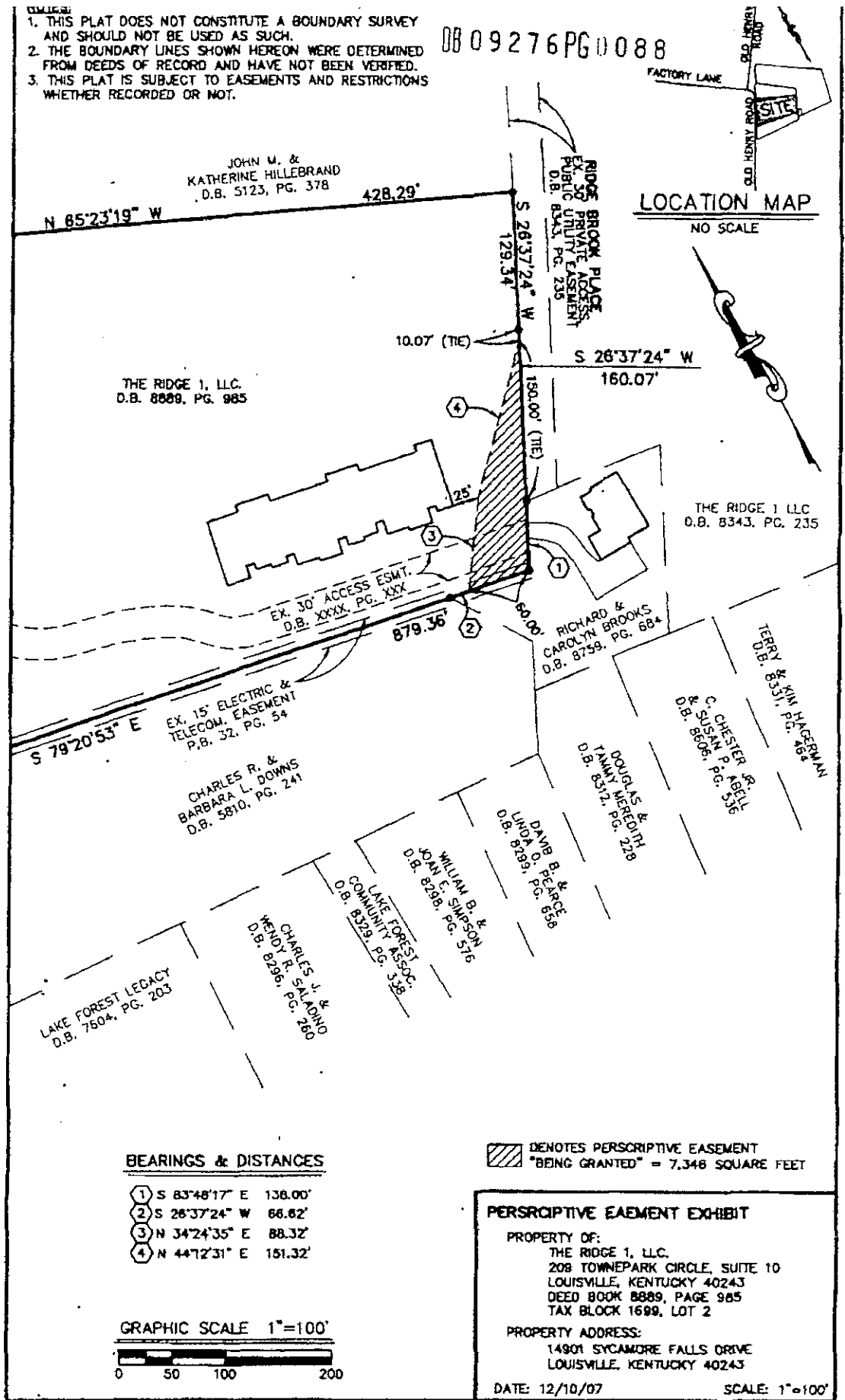
My Commission expires on SEPT 2 2009

  
\_\_\_\_\_  
Notary Public

Document No.: 082008128227  
Lodged by: BARKENWELPER  
Recorded On: 03/19/2008 03:17:07  
Total Fees: 28.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: AMASHO

1. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH.
2. THE BOUNDARY LINES SHOWN HEREON WERE DETERMINED FROM DEEDS OF RECORD AND HAVE NOT BEEN VERIFIED.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

08 09276 PG 0088



Sheet 1 of 1

JOB NO.: 2201-EX1

END OF DOCUMENT

Exhibit B

12/10/07 17:03

From:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of February, 2009, by Charles and Barbara Downs, husband and wife, having an address of Old Henry Road, Louisville, Kentucky \_\_\_\_\_ ("Grantors") and THE RIDGE, LLC a Kentucky limited liability company, having an address of 209 Townepark Circle, Suite 100, Louisville, Kentucky 40222, ("Developer") and the Falls at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation with an address of 209 Townepark Circle, Suite 100, Louisville, Kentucky 40222 ("Condominium Council" developed Condominium Council shall be known collectively as "Grantors").

## WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain property located in Jefferson County, Kentucky, by virtue of a certain deed of record in Deed Book 5810, Page 241, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, Developer is the developer of the Falls at Old Henry Condominiums a condominium community created pursuant to a Master Deed and Declaration of Condominium Property Regime dated December 12, 2007 of record on Deed Book 9150, Page 944 in the Office of the Clerk of Jefferson County, Kentucky (the "Master Deed"); and

WHEREAS, Condominium Council is a Kentucky corporation created to administer and maintain the property subject to the Master Deed;

WHEREAS, the Grantors hereto desire to grant certain rights and impose certain rights, easements and restrictions on, over and upon their property for the benefit of Developer, the Condominium Council and the residents of the property subject to the Master Deed themselves and their successors and assigns who shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth and further to provide for the harmonious, beneficial and proper use of the property; and

NOW, THEREFORE, the parties declare as follows:

1. **Beneficial Parties; Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all other terms of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns as well as their employees, tenants, invitees and guests.
2. **Provision of Access; Passage and Parking.** Grantors hereby grant and provide an Easement for the placement of landscaping material over that 15-foot strip of their property along the property line common between Grantors' and Grantees' properties, together with the right of ingress and egress for the placement, maintenance, and replacement of said landscaping material on Grantors' property.
3. **Maintenance.** It shall be the responsibility of Grantees to maintain that portion of Grantors' property subject to the aforesaid easement in condition similar to the remainder of Grantors' property, including keeping the plants within the easement area pruned and maintained free of disease.

4. **Insurance and Indemnification.** Grantees shall maintain comprehensive general liability insurance on that portion of Grantors' property subject to the aforesaid easement. Grantees shall and do hereby indemnify and hold Grantors harmless from and against any and all damages caused by reason of the granting of the aforesaid easement.

5. **Developer's Obligations.** Developer shall construct a four board horse-style fence along the easement area on the property line common to Grantors' and Grantees properties for approximately four hundred (400) feet, which upon construction shall become the property of Grantors. Developer may assign its obligations to maintain the easement area to the Condominium Council, but only upon installation of the fence as set forth in this paragraph.

6. **Enforcement; Remedies.** Upon either property owner's failure to comply with the provisions of this Agreement, the other property owner may take such action as necessary, including court action, to enforce compliance therewith, and the non-complying property owner shall immediately, upon demand, reimburse the enforcing property owner or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Each property owner shall also have the right to restrain by injunction any violation or threatened violation by the other property owner of any of the terms, covenants or conditions of this Agreement or to obtain a decree to compel specific performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition is not adequate.

7. **Severability.** Should any provision of this Agreement be declared invalid by legislative, administrative or judicial body of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be unaffected by such invalidity.

8. **Amendment; Termination.** This instrument shall not be terminated or modified except by writing executed by the owners of both of the properties and in form appropriate for recording with the Office of the Clerk of Jefferson County, Kentucky, which instrument shall be filed of record in the aforesaid office.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

Grantees:

THE RIDGE, LLC  
A Kentucky limited liability company

By: [Signature]  
Title: Manager  
Date: 2/20/09

The Falls at Old Henry Condominium Council, Inc.

By: [Signature]  
Title: President  
Date: 2/20/09

Grantors:

Charles and Barbara Downs

Charles R Downs

Date: 2/20/09

Barbara J Downs

Date: 2/20/09

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 20<sup>th</sup> day of February, 2009, Anthony Martin, Manager of The Ridge, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the company.

My Commission expires: Feb. 25 2012

John Mark Young  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 20<sup>th</sup> day of February, 2009, Anthony Martin, President of The Falls at Old Henry Condominium Council, Inc., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation.

My Commission expires: Feb. 25 2012

John Mark Young  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 20<sup>th</sup> day of February, 2009, Charles and Barbara Downs appeared before me and before me acknowledged that she executed and delivered the foregoing instrument as her free and voluntary act and deed.

My Commission expires: Feb. 25 2012

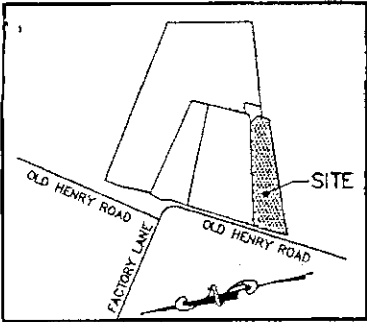
John Marshall Gandy  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY

**THIS INSTRUMENT PREPARED BY:**

Clifford H. Ashburner  
**BARDENWERPER, TALBOTT & ROBERTS, PLLC**  
Clifford H. Ashburner  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

Client\Martin & Brooks\Falls at Old Henry\Easement Agreement  
BJF Rev.\01-22-09\4:50

Document No.: DN2009056652  
Lodged By: BARDENWERPER  
Recorded On: 04/23/2009 02:38:01  
Total Fees: 23.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: TERHIG



**LOCATION MAP**  
NO SCALE

**NOTES:**

1. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH.
2. THE BOUNDARY LINES SHOWN HEREON WERE DETERMINED FROM DEEDS OF RECORD AND HAVE NOT BEEN VERIFIED.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

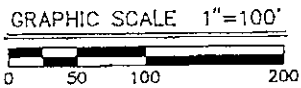
NORTH AND ALL BEARINGS ARE BASED ON DEED BOOK 8629, PAGE 501. REFERENCE BEARING (S 65°23'19" E)

THE RIDGE LLC  
D.B. 8289, PG. 985

**BEARING & DISTANCE**

- ① S 32°41'29" E 88.07'
- ② S 26°37'24" W 46.13'
- ③ S 26°37'24" W 60.00'

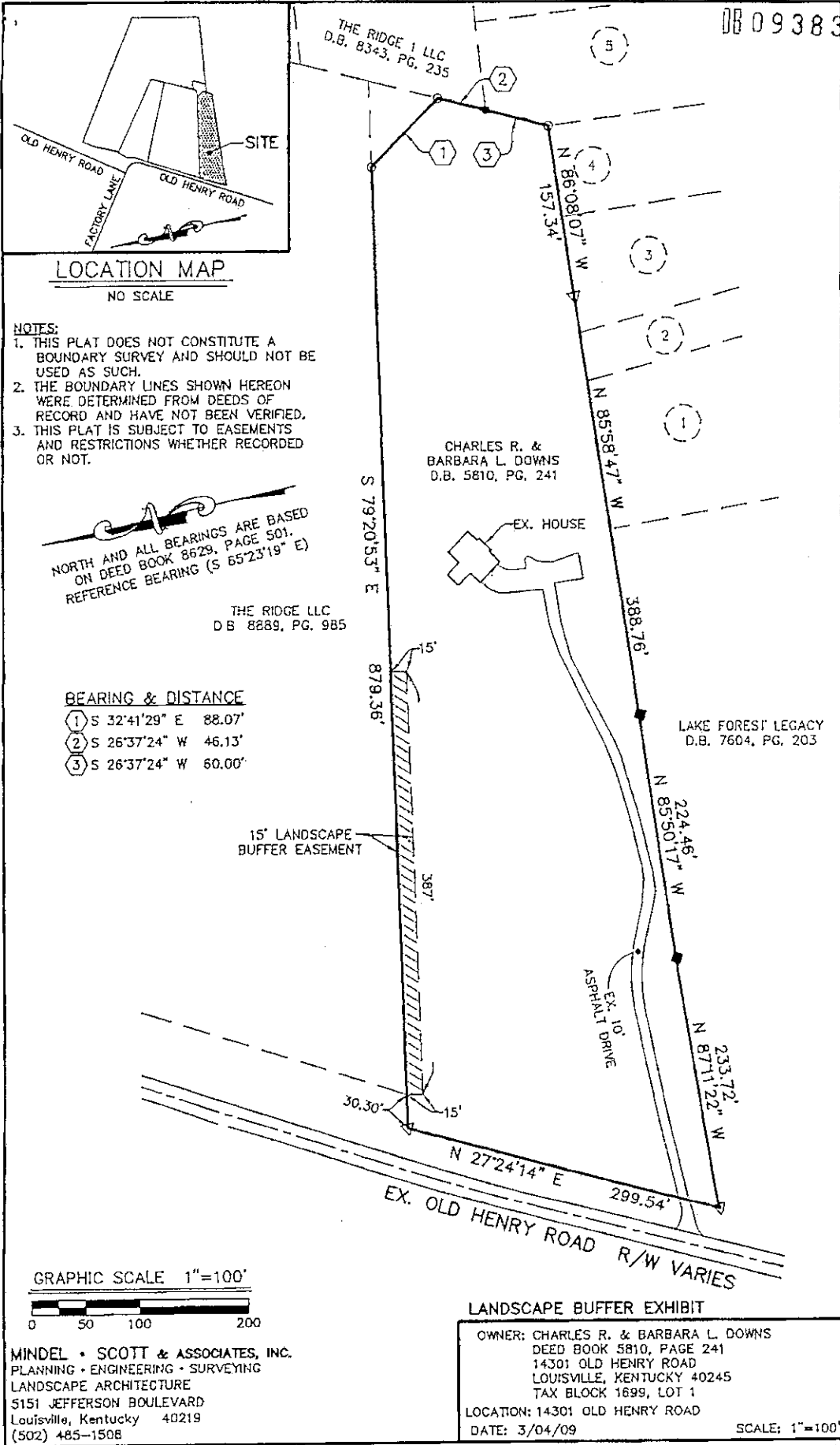
15' LANDSCAPE BUFFER EASEMENT



**MINDEL • SCOTT & ASSOCIATES, INC.**  
PLANNING • ENGINEERING • SURVEYING  
LANDSCAPE ARCHITECTURE  
5151 JEFFERSON BOULEVARD  
Louisville, Kentucky 40219  
(502) 485-1508

**LANDSCAPE BUFFER EXHIBIT**

OWNER: CHARLES R. & BARBARA L. DOWNS  
DEED BOOK 5810, PAGE 241  
14301 OLD HENRY ROAD  
LOUISVILLE, KENTUCKY 40245  
TAX BLOCK 1699, LOT 1  
LOCATION: 14301 OLD HENRY ROAD  
DATE: 3/04/09  
SCALE: 1"=100'



RELEASE OF PRIVATE ACCESS EASEMENTREP  
2  
6D

THIS RELEASE OF PRIVATE ACCESS EASEMENT ("Release") is made and entered into this 22ND day of December, 2010, by Richard and Carolyn Brooks, husband and wife ("Brooks") with an address of 12123 Shelbyville Road, Suite 100-139, Louisville, Kentucky 40243.

## WITNESSETH:

WHEREAS, Brooks is the owner in fee simple of certain property located in Jefferson County, Kentucky (the "Brooks Property"), by virtue of a certain deed of record in Deed Book 8759, Page 684, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the Brooks Property is benefitted by that certain 30' Private Access and Public Utility Easement of record in Deed Book 8343, Page 235 (the "Private Access Easement") in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, Brooks now has access to the Brooks Property by virtue of the Falls at Old Henry Condominiums and no longer needs the use of the Private Access Easement and does not have any need to use the public utility portion of the Private Access Easement, which Brooks now desires to release its rights related thereto;

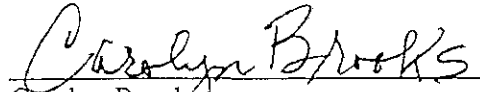
NOW, THEREFORE, Brooks, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby release its rights to the access portion of the Private Access Easement and hereby releases its right to use the public utility portion of the Private Access Easement. The rights, privileges, obligations and burdens hereby released and all other terms of this Release shall run with the land and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Release to be signed

as of the day and year first above written.

  
Richard Brooks

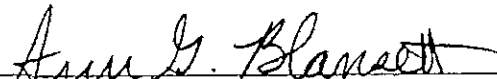
  
Carolyn Brooks

STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF JEFFERSON        )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 22ND day of December, 2010, Richard and Carolyn Brooks, husband and wife appeared before me and before me acknowledged that he and she executed and delivered the foregoing instrument as their free and voluntary act and deed.

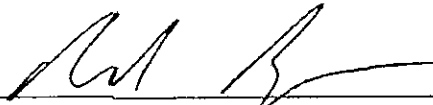
My Commission expires: 1/4/2012

**Ann G. Blansett, Notary Public**  
**State at Large, Kentucky**  
**My Commission Expires 1/4/2012**

  
NOTARY PUBLIC

STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

  
BARDENWERPER, TALBOTT & ROBERTS, PLLC  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

Document No.: DN2011015298  
Lodged By: BARDENWERPER LAW FIRM  
Recorded On: 02/01/2011 02:54:26  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: Keltar

6E

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 22nd day of December, 2010, by The Falls at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation, with an address of 209 Townepark Circle, Suite 100, Louisville, Kentucky 40243 ("Grantor") and The Ridge at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation, with an address of c/o MULLOY PROPERTIES, 3433 Stony Spring Circle, Louisville, KY 40220 ("Grantee").

## WITNESSETH:

**WHEREAS**, Grantor is a Kentucky non-profit corporation that serves as the board of administration of the Falls at Old Henry Condominiums (the "Falls Condominiums"), which was created by a Master Deed of record in Deed Book 9150, Page 944 in the Office of the Clerk of Jefferson County, Kentucky, which is controlled by the developer of the Falls Condominiums, Ridge I, LLC, a Kentucky limited liability company, which acquired that certain property located at 14319 Old Henry Road, as described in Deed Book 9483, Page 332, in the Office of the Clerk of Jefferson County, Kentucky ("Tract 2");

**WHEREAS**, Grantee is a Kentucky non-profit corporation that serves as the board of administration of the Ridge Condominiums, which was created by a Master Deed of record in Deed Book 8347, Page 924 in the Office of the Clerk of Jefferson County, Kentucky and is the successor to the developer, Ridge I, LLC;

**WHEREAS**, a prior owner of Tract 2, the Amos Martin Construction Company, Inc., a Kentucky corporation, a predecessor in title to Ridge I, LLC, by and through each entity's common principals, Amos Martin and Richard Brooks, entered into an Agreement dated July 31, 2007 (the "Agreement"), whereby certain concessions, including the transfer of the Property (as hereinafter defined), being a strip of land along the North Property line of Tract 2, as evidenced by this Quitclaim Deed, were made with the Grantee to induce Grantee to remove its objections to a change in zoning to add Tract 2 to the Falls Condominium project, as well as to solve certain disputes between the parties;

**WHEREAS**, at the time of the Agreement, Tract 2 was not a part of the horizontal property regime of the Falls Condominiums;

**WHEREAS**, in order to effectuate the terms of the legally binding Agreement, Grantor is granting, pursuant to this Agreement, an easement to Grantee for Grantee's use and enjoyment of the Property (as hereinafter defined), and will subsequently convey its interest in the Property (as hereinafter defined) to Grantee, by that certain Quitclaim Deed of even date herewith, to become part of the the common elements for the Ridge Condominiums;

**WHEREAS**, the developer, Ridge I, LLC, by and on behalf of Grantor, has the power, pursuant to Section 3.1 and 3.2 of the Master Deed of the Falls Condominiums to grant the easement set forth herein; and

**WHEREAS**, the parties hereto desire to establish certain rights and impose certain rights, easements and restrictions on, over and upon their properties for the benefit of themselves and their successors and assigns who shall at all times enjoy the benefits of and shall hold their

interests subject to the rights, easements, privileges and restrictions hereinafter set forth and further to provide for the harmonious, beneficial and proper use of the properties; and

NOW, THEREFORE, the parties declare as follows:

1. **Beneficial Parties; Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all other terms of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns as well as their employees, tenants, invitees and guests.

2. **Provision of Access, Passage and Beneficial Use.** Grantor hereby grants and provides an easement over that certain Property more particularly set forth on **Exhibit A**, attached hereto and incorporated herein, for access, ingress, egress, passage, and complete beneficial use, including the placement of landscaping and other structures and materials on this Property. The easement granted herein shall be broadly construed to convey all rights Grantor has in the Property, and Grantee shall acquire all rights which can be transferred by a grant of easement, as if Grantee is the owner of the Property.

3. **Maintenance.** It shall be the responsibility of Grantee to maintain that portion of Grantor's property subject to the aforesaid easement in condition similar to the remainder of Grantee's property.

4. **Enforcement; Remedies.** Upon either property owner's failure to comply with the provisions of this Agreement, the other property owner may take such action as necessary, including court action, to enforce compliance therewith, and the noncomplying property owner shall immediately, upon demand, reimburse the enforcing property owner or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Each property owner shall also have the right to restrain by injunction any violation or threatened violation by the other property owner of any of the terms, covenants or conditions of this Agreement or to obtain a decree to compel specific performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition is not adequate.

5. **Severability.** Should any provision of this Agreement be declared invalid by legislative, administrative or judicial body of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be unaffected by such invalidity.

6. **Amendment; Termination.** This instrument shall not be terminated or modified except by writing executed by the owners of both of the properties and in form appropriate for recording with the Office of the Clerk of Jefferson County, Kentucky, which instrument shall be filed of record in the aforesaid office.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.



GRANTEE:

The Ridge at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation

By: [Signature]

Name: CHARLES M. SEEL

Title: PRESIDENT

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 7<sup>th</sup> day of December 2010, CHARLES M SEEL as PRESIDENT of The Ridge at Old Henry Condominiums Council, Inc. appeared before me and before me subscribed, swore and acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the corporation.

My Commission expires: 1/15/12

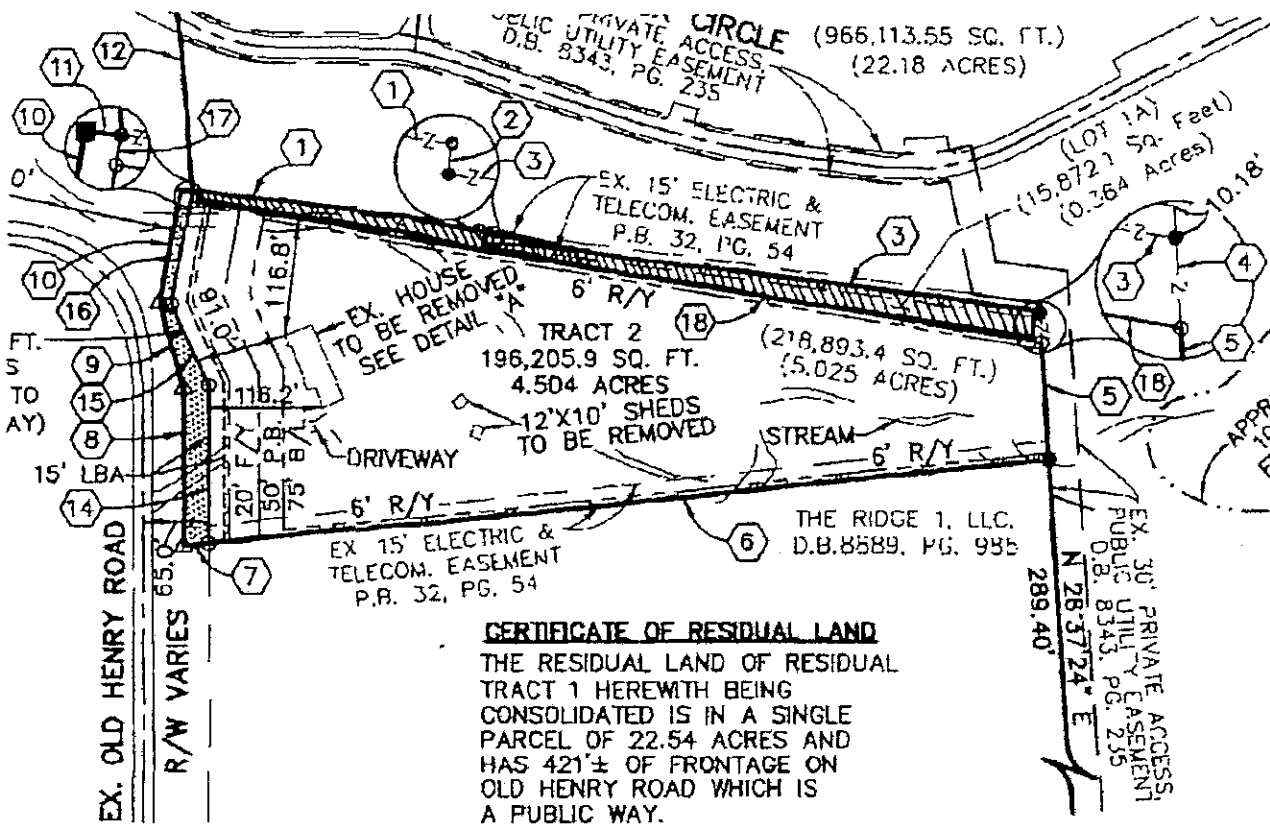
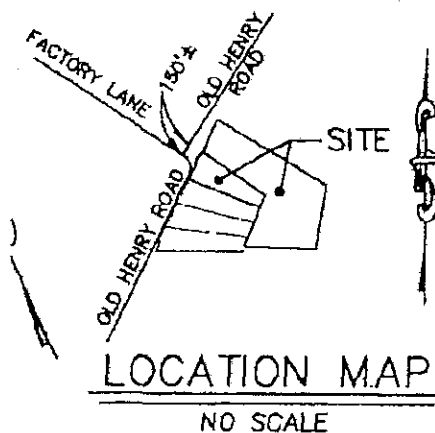
[Signature]  
Notary Public, State At Large, Kentucky

THIS INSTRUMENT PREPARED BY:

[Signature]  
BARDENWERPER, TALBOTT & ROBERTS, PLLC  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

BEARINGS & DISTANCES

|    |               |         |
|----|---------------|---------|
| 1  | S 52°34'59" E | 307.13' |
| 2  | S 37°25'01" W | 10.00'  |
| 3  | S 52°34'59" E | 561.34' |
| 4  | S 26°37'24" W | 30.00'  |
| 5  | S 26°37'24" W | 118.83' |
| 6  | N 65°23'19" W | 856.59' |
| 7  | N 65°23'19" W | 25.12'  |
| 8  | N 30°10'23" E | 156.08' |
| 9  | N 14°40'46" E | 89.44'  |
| 10 | N 40°31'35" E | 112.32' |
| 11 | S 52°34'59" E | 12.00'  |
| 12 | N 25°14'38" E | 274.00' |
| 13 | N 35°06'15" E | 137.24' |
| 14 | S 30°10'23" W | 156.06' |
| 15 | S 05°57'27" W | 90.18'  |
| 16 | S 40°31'35" W | 102.32' |
| 17 | S 40°31'35" W | 10.00'  |
| 18 | S 50°39'08" E | 875.13' |



Document No.: DM2011015296  
 Lodged By: BARDENWEKER LAW FIRM  
 Recorded On: 02/01/2011 02:53:40  
 Total Fees: 19.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
 Deputy Clerk: KELTAR

END OF DOCUMENT

14  
6F

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into as of this 22<sup>nd</sup> day of December, 2010, by and between The Falls at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation, with an address of 209 Townepark Circle, Suite 100, Louisville, Kentucky 40243 ("Grantor") and The Ridge at Old Henry Condominiums Council, Inc., a Kentucky non-profit corporation, with an address of c/o MULLOY PROPERTIES, 3433 Stony Spring Circle, Louisville, KY 40220 ("Grantee") in Grantee's capacity as the designated council of co-owners of the Ridge at Old Henry Condominiums (the "Ridge Condominiums") as nominee for and on behalf of the individual owners of condominiums in the Ridge Condominiums.

WITNESSETH:

WHEREAS, Grantor is a Kentucky non-profit corporation that serves as the board of administration of the Falls at Old Henry Condominiums (the "Falls Condominiums"), which was created by a Master Deed of record in Deed Book 9150, Page 944 in the Office of the Clerk of Jefferson County, Kentucky, which is controlled by the developer of the Falls Condominiums, Ridge I, LLC, a Kentucky limited liability company, which acquired that certain property located at 14319 Old Henry Road, as described in Deed Book 9483, Page 332, in the Office of the Clerk of Jefferson County, Kentucky ("Tract 2");

WHEREAS, Grantee is a Kentucky non-profit corporation that serves as the board of administration of the Ridge Condominiums, which was created by a Master Deed of record in Deed Book 8347, Page 924 in the office of the Clerk of Jefferson County, Kentucky and is the successor to the developer, Ridge I, LLC;

WHEREAS, a prior owner of Tract 2, the Amos Martin Construction Company, Inc., a Kentucky corporation, a predecessor in title to Ridge I, LLC, by and through each entities common principals, Amos Martin and Richard Brooks, entered into an Agreement dated July 31, 2007 (the "Agreement"), whereby certain concessions, including the transfer of the Property (as hereinafter

defined), being a strip of land along the North Property line of Tract 2, as evidenced by this Quitclaim Deed, were made with the Grantee to induce Grantee to remove its objections to a change in zoning to add Tract 2 to the Falls Condominium project, as well as to solve certain disputes between the parties;

**WHEREAS**, at the time of the Agreement, Tract 2 was not a part of the horizontal property regime of the Falls Condominiums;

**WHEREAS**, in order to effectuate the terms of the legally binding Agreement, Grantor by this Quitclaim Deed conveys its interest in the Property (as hereinafter defined) to Grantee to become part of the the common elements for the Ridge Condominiums; and

**WHEREAS**, Grantee, being the "board of administration" and successor to the developer of the Ridge Condominiums, has the power under Section 2.4(d) of the Master Deed of the Ridge Condominiums to acquire additional common elements;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby release, remise and forever quitclaim unto Grantee, to have and to hold in fee simple, all of their right, title and interest in and to that certain real estate located in Jefferson County, Kentucky (the "Property") as more particularly described as follows:

**BEING** such strip of land "z"ed out of Tract 2 and thereby added to Residual Tract 1 on Minor Subdivision Plat dated September 8, 2010 prepared by Mindel Scott & Associates, Inc. attached hereto and incorporated herein as **Exhibit A**.

**BEING** the same property conveyed to Grantor in deed of record in Deed Book 9483 Page 332, which became part of the common elements of the Falls at Old Henry Condominiums pursuant to the Third Amendment to Master Deed and Declaration for the Falls at Old Henry Condominiums, of record in Deed Book 9483, Page 335, all in the Office of the Clerk of Jefferson County, Kentucky.



The Ridge at Old Henry Condominiums Council, Inc.

By: [Signature]

Name: CHARLES M. SEZL

Title: PRESIDENT

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 7<sup>th</sup> day of December 2010, CHARLES M. SEZL as PRESIDENT of The Ridge at Old Henry Condominiums Council, Inc. appeared before me and before me subscribed, swore and acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the corporation.

My Commission expires: 1/15/12

[Signature]  
Notary Public, State At Large, Kentucky

**CONSIDERATION CERTIFICATE**

The undersigned, Grantor and Grantee, do hereby certify pursuant to KRS Chapter 382 that \$1.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

GRANTOR:

The Falls at Old Henry Condominiums Council, Inc., a non-profit Kentucky corporation

By: [Signature]

Name: BRUCE M. METTIN

Title: PRESIDENT

STATE OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this        day of December 2010, Amos Martin as President of The Falls at Old Henry Condominiums Council, Inc., a non-profit Kentucky corporation, appeared before me and before me subscribed, swore and acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the corporation.

My Commission expires: 1/4/2012

Ann G. Blansett  
Notary Public, State At Large, Kentucky

Ann G. Blansett, Notary Public  
State at Large, Kentucky  
My Commission Expires 1/4/2012

GRANTEE:

The Ridge at Old Henry Condominiums  
Council, Inc.

By: [Signature]

Name: CHARLES M. SEEL

Title: PRESIDENT

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

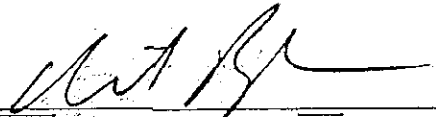
I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 7<sup>th</sup> day of December 2010, CHARLES M. SEEL as PRESIDENT of The Ridge at Old Henry Condominiums Council, Inc. appeared before me and before me subscribed, swore and acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and the free and voluntary act of the corporation.

My Commission expires: 1/15/12

[Signature]  
Notary Public, State At Large, Kentucky

NO TITLE EXAMINATION REQUESTED AND NO TITLE EXAMINATION PERFORMED

THIS INSTRUMENT PREPARED BY:

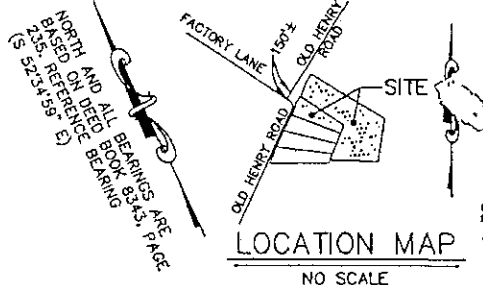


BARDENWERPER, TALBOTT & ROBERTS, PLLC  
831 E. Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

Z:\CLIENT FOLDER\Martin, Amos & Brooks, Richard\The Ridge at Old Henry\deed.doc

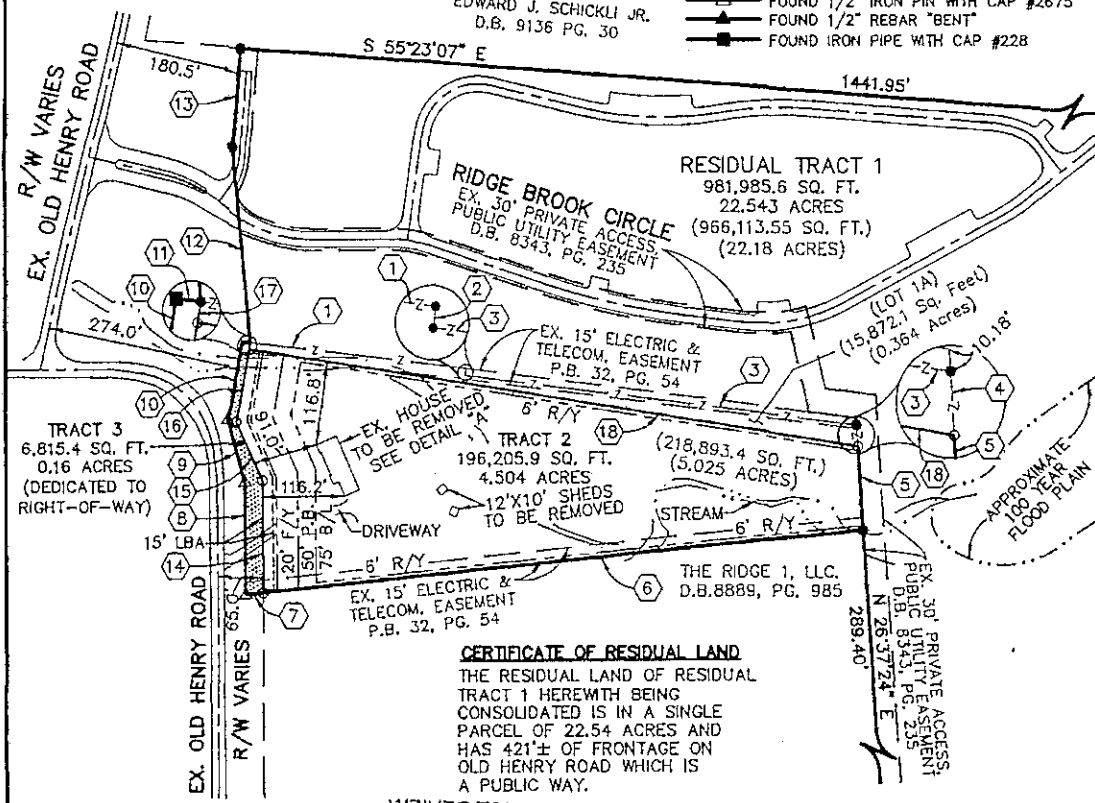
**NOTES:**

1. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE A PORTION OF TRACT 2 WITH THE RESIDUAL TRACT 1 & TO GRANT ADDITIONAL RIGHT-OF-WAY.
2. A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION, PER FEMA'S FIRM MAPPING (21111CO 034 E) & (21111CO 21 E).
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
4. THIS SITE IS SUBJECT TO THE BINDING ELEMENTS OF DOCKET NUMBER 9-02-04 AND DOCKET NUMBER 9-63-01, 9102, 8591 & 8-223-06 ON FILE IN THE OFFICES OF THE LOUISVILLE METRO PLANNING COMMISSION.
5. THIS PLAT AMENDS PLAT BOOK 32, PAGE 54 OLD HENRY FARMS SUBDIVISION.
6. THIS SITE CONTAINS A PROTECTED WATERWAY AND IS SUBJECT TO THE BUFFERING AND OTHER REQUIREMENTS OF CHAPTER 4.8 OF THE LAND DEVELOPMENT CODE.
7. SEE APPROVED DEVELOPMENT PLAN DOCKET #9-63-01 & 9-2-04 FOR PARKING REQUIREMENTS.



- DENOTES SET 1/2" REBAR WITH CAP #2843, UNLESS NOTED OTHERWISE.
- FOUND 1/2" REBAR WITH CAP #2843
- ▲ FOUND 1/2" IRON PIN WITH CAP #2675
- ▲ FOUND 1/2" REBAR "BENT"
- FOUND IRON PIPE WITH CAP #228

EDWARD J. SCHICKLI JR.  
D.B. 9136 PG. 30



**Certificate of Approval**

Approved this 27th day of January, 2011  
Invalid if not recorded before this date: Jan 29, 2011

By: [Signature]  
Louisville Metro Planning Commission  
Approval subject to attached Certificates:  
Special requirement(s): N/A  
DOCKET NO.: 14626

**MINOR SUBDIVISION PLAT**

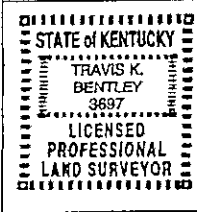
OWNER - THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC.  
3433 STONY-SPRING CIRCLE  
LOUISVILLE, KENTUCKY 40220  
TAX BLOCK 1699, LOT 12

MASTER DEED DEED-BOOK 8347, PAGE 924  
FIRST AMENDMENT DEED BOOK 8538, PAGE 689  
CORRECTION TO 1ST AM DEED BOOK 8544, PAGE 20  
SECOND AMENDMENT DEED BOOK 8576, PAGE 570  
THIRD AMENDMENT DEED BOOK 8620, PAGE 6  
FOURTH AMENDMENT DEED BOOK 8636, PAGE 525  
FIFTH AMENDMENT DEED BOOK 8681, PAGE 101  
SIXTH AMENDMENT DEED BOOK 8843, PAGE 467  
SEVENTH AMENDMENT DEED BOOK 9081, PAGE 310

OWNER - THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC.  
209 TOWNPARK CIRCLE, SUITE 100  
LOUISVILLE, KENTUCKY 40243  
TAX BLOCK 1699, LOT 4

MASTER DEED DEED BOOK 9150, PAGE 944  
FIRST AMENDMENT DEED BOOK 9400, PAGE 150  
SECOND AMENDMENT DEED BOOK 9469, PAGE 754  
THIRD AMENDMENT DEED BOOK 9483, PAGE 335  
FOURTH AMENDMENT DEED BOOK 9539, PAGE 87

LOCATION: 14319 OLD HENRY ROAD & 3202 RIDGE BROOK CIRCLE & OTHERS  
LOUISVILLE, KENTUCKY 40245



**Land Surveyor's Certificate**  
I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with sideshots and the unadjusted precision ratio of the traverse exceeds 1:10,000. The bearings, distances and traverse shown hereon were adjusted for closure. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

[Signature] 1-24-11  
TRAVIS K. BENTLEY PLS# 3697 DATE:  
MINDEL • SCOTT & ASSOCIATES, INC.  
PLANNING • ENGINEERING • SURVEYING  
LANDSCAPE ARCHITECTURE  
5151 JEFFERSON BLVD.  
LOUISVILLE, KENTUCKY 40219  
(502) 485-1508

FORM DIST: N ZONED: R5A  
DATE: 01/25/11 SCALE: 1=200'

14626

METROPOLITAN SEWER DISTRICT REVIEW

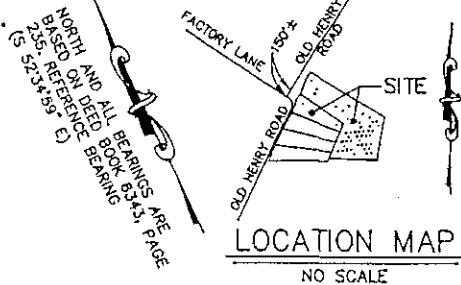
This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site

RLB 1/26/11  
Storm Drainage Review Date

ER M&D SAN. SEWER AVAILABLE  
Sanitary Drainage Review Date

TRANSPORTATION APPROVAL  
MINOR PLAT  
BY: [Signature]  
DATE: 1/27/11

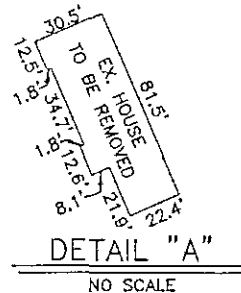
**NOTES:**  
 1. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE A PORTION OF TRACT 2 WITH THE RESIDUAL TRACT 1 & TO GRANT ADDITIONAL RIGHT-OF-WAY.  
 2. A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION. P&R FEMA'S FIRM MAPPING (21111CO 034 E) & (21111CO 21 E). THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.  
 3. THIS SITE IS SUBJECT TO THE BINDING ELEMENTS OF DOCKET NUMBER 9-02-04 AND DOCKET NUMBER 9-63-01, 9102, 8591 & B-223-06 ON FILE IN THE OFFICES OF THE LOUISVILLE METRO PLANNING COMMISSION.  
 4. THIS PLAT AMENDS PLAT BOOK 32, PAGE 54 OLD HENRY FARMS SUBDIVISION.  
 5. THIS SITE CONTAINS A PROTECTED WATERWAY AND IS SUBJECT TO THE BUFFERING AND OTHER REQUIREMENTS OF CHAPTER 4.8 OF THE LAND DEVELOPMENT CODE.  
 6. SEE APPROVED DEVELOPMENT PLAN DOCKET #9-63-01 & 9-2-04 FOR PARKING REQUIREMENTS.



- DENOTES SET 1/2" REBAR WITH CAP #2843, UNLESS NOTED OTHERWISE.
- FOUND 1/2" REBAR WITH CAP #2843
- ▲ FOUND 1/2" IRON PIN WITH CAP #2675
- ▲ FOUND 1/2" REBAR "BENT"
- FOUND IRON PIPE WITH CAP #228

**BEARINGS & DISTANCES**

- ① S 52°34'59" E 307.13'
- ② S 37°25'01" W 10.00'
- ③ S 52°34'59" E 561.34'
- ④ S 26°37'24" W 30.00'
- ⑤ S 26°37'24" W 116.63'
- ⑥ N 65°23'19" W 856.59'
- ⑦ N 65°23'19" W 25.12'
- ⑧ N 30°10'23" E 156.06'
- ⑨ N 14°40'46" E 89.44'
- ⑩ N 40°31'35" E 112.32'
- ⑪ S 52°34'59" E 12.00'
- ⑫ N 25°14'38" E 274.00'
- ⑬ N 35°06'15" E 137.24'
- ⑭ S 30°10'23" W 156.06'
- ⑮ S 05°57'27" W 90.18'
- ⑯ S 40°31'35" W 102.32'
- ⑰ S 40°31'35" W 10.00'



**CERTIFICATE OF RESIDUAL LAND**  
 THE RESIDUAL LAND OF RESIDUAL TRACT 1 HEREWITH BEING CONSOLIDATED IS IN A SINGLE PARCEL OF 22.54 ACRES AND HAS 421± OF FRONTAGE ON OLD HENRY ROAD WHICH IS PUBLIC WAY.

**Certificate of Approval**

Approved this 27th day of January, 2011.  
 Invalid if not recorded before this date: 27th day of January 2012

By: [Signature]  
 Louisville Metro Planning Commission

Approval subject to attached Certificates.

Special requirement(s): N/A

DOCKET NO.: 14626

**Land Surveyor's Certificate**



I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with sideshots and the unadjusted precision ratio of the traverse exceeds 1:10,000. The bearings, distances and traverse shown hereon were adjusted for closure. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

[Signature] 1-24-11  
 TRAVIS K. BENTLEY PLS# 3697 DATE:  
 MINDEL • SCOTT & ASSOCIATES, INC.  
 PLANNING • ENGINEERING • SURVEYING  
 LANDSCAPE ARCHITECTURE  
 5151 JEFFERSON BLVD.  
 LOUISVILLE, KENTUCKY 40219  
 (502) 485-1508

**MINOR SUBDIVISION PLAT**

OWNER - THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC.  
 3433 STONY SPRING CIRCLE  
 LOUISVILLE, KENTUCKY 40220  
 TAX BLOCK 1699, LOT 12  
 MASTER DEED DEED BOOK 8347, PAGE 924  
 FIRST AMENDMENT DEED BOOK 8538, PAGE 689  
 CORRECTION TO 1ST AM DEED BOOK 8544, PAGE 20  
 SECOND AMENDMENT DEED BOOK 8576, PAGE 570  
 THIRD AMENDMENT DEED BOOK 8620, PAGE 6  
 FOURTH AMENDMENT DEED BOOK 8636, PAGE 525  
 FIFTH AMENDMENT DEED BOOK 8681, PAGE 101  
 SIXTH AMENDMENT DEED BOOK 8843, PAGE 467  
 SEVENTH AMENDMENT DEED BOOK 9081, PAGE 310

OWNER - THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC.  
 209 TOWNEPARK CIRCLE, SUITE 100  
 LOUISVILLE, KENTUCKY 40243  
 TAX BLOCK 1699, LOT 4  
 MASTER DEED DEED BOOK 9150, PAGE 944  
 FIRST AMENDMENT DEED BOOK 9400, PAGE 150  
 SECOND AMENDMENT DEED BOOK 9469, PAGE 754  
 THIRD AMENDMENT DEED BOOK 9483, PAGE 335  
 FOURTH AMENDMENT DEED BOOK 9539, PAGE 87

LOCATION: 14319 OLD HENRY ROAD & 3202 RIDGE BROOK CIRCLE & OTHERS  
 LOUISVILLE, KENTUCKY 40245


FORM DIST: N ZONED: R5A  
 DATE: 01/25/11 SCALE: 1=200'

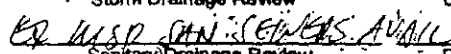
M6226

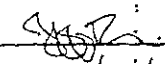
010961809080

METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

  
 Storm Drainage Review 1/26/11  
 Date

  
 Sanitary Drainage Review 1/27/11  
 Date

|                                       |  |
|---------------------------------------|--|
| TRANSPORTATION APPROVAL<br>MINOR PLAT |  |
| BY:                                   |  |
| DATE:                                 | 1/27/11  |

CERTIFICATION STATEMENT

08 09678-PG 0102

I hereby certify that

THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC.

is the owner of the property located at

3202 RIDGE BROOK CIRCLE & OTHERS, LOUISVILLE, KY, which is the

subject of this application, and that I, CHARLES M. SELL, in

my capacity as PRES HOA, am authorized to sign this

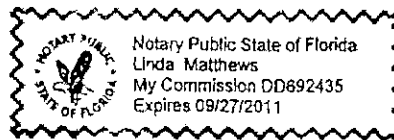
application on behalf of the owners.

I understand that knowingly providing false information on this Application may result in any action taken hereon being declared null and void. I further understand that pursuant to KRS 523.010 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.

[Signature] 01/20/2011  
Signature Date  
CHARLES M. SELL PRES. HOA.  
Printed Name and Title

NOTARY: [Signature] DATE: 1/20/2011  
LINDA MATTHEWS

STATE OF: FLORIDA COUNTY OF: PINELLAS



RECEIVED

JAN 24 2011

PLANNING &  
DESIGN SERVICES

14626

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC. per Master Deed and Declaration of Condominium Property Regime of The Ridge at Old Henry Condominiums as recorded in Deed Book 8347, Page 924 and as amended Deed Book 8538, Page 689, Deed Book 8544, Page 20, Deed Book 8576, Page 570, Deed Book 8620, Page 6, Deed Book 8636, Page 525, Deed Book 8681, Page 101, Deed Book 8843, Page 467, and Deed Book 9081, Page 310 and does hereby dedicate to public use N/A shown thereon.

*[Signature]*  
Owner (s) Signature & Title Pres. HOA

ZONING CERTIFICATE

I/WE hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Zoning District Regulations. Any such buildings or improvements not in compliance with all the Zoning District Regulations as described in Case No. \_\_\_\_\_ or documentation of the existence of the building or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

*[Signature]*  
Owner (s) Signature & Title Pres. HOA

CERTIFICATE OF ACKNOWLEDGMENT

FLORIDA  
State of ~~Kentucky~~ )  
PINELLAS ) SS  
County of ~~Jefferson~~ )

I, LINDA MATTHEWS, a

Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of THE RIDGE AT OLD HENRY CONDOMINIUMS COUNCIL, INC. per Master Deed and Declaration of Condominium Property Regime of The Ridge at Old Henry Condominiums as recorded in Deed Book 8347, Page 924 and as amended in Deed Book 8538, Page 689, Deed Book 8544, Page 20, Deed Book 8576, Page 570, Deed Book 8620, Page 6, Deed Book 8636, Page 525, Deed Book 8681, Page 101, Deed Book 8843, Page 467, and Deed Book 9081, Page 310, was this day

presented to me by CHARLES M. SEL, known to me, who executed

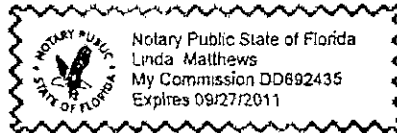
Certificates in my presence and acknowledge it to be HIS free act and deed.  
(her, his, their)

Witness my hand and seal this 20 day of JAN, 20 11.

My Commission expires: 27 day of SEPT., 20 11.

*[Signature]*  
Notary Public

Mindel, Scott & Associates, Inc.  
Planning Engineering Surveying  
5151 Jefferson Blvd.  
Louisville, Kentucky 40219  
(502) 485-1508



RECEIVED

JAN 24 2011

PLANNING  
DESIGN SERVICES

14626

The following documentation must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, etc., or if the application is signed by someone other than the owner.

CERTIFICATION STATEMENT

I hereby certify that

THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC.

is the owner of the property located at

14319 OLD HENRY ROAD, LOUISVILLE, KY. which is the

subject of this application, and that I, *Amos Martin*, in

my capacity as *President*, am authorized to sign this

application on behalf of the owners.

I understand that knowingly providing false information on this Application may result in any action taken hereon being declared null and void. I further understand that pursuant to KRS 523.010 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.

*Amos Martin* *12/22/10*  
Signature Date

*Amos Martin, President*  
Printed Name and Title

CERTIFICATE OF OWNERSHIP AND DEDICATION

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC. per Master Deed and Declaration of Condominium Property Regime of The Falls at Old Henry Condominiums as recorded in Deed Book 9150, Page 944 and as amended Deed Book 9400, Page 150, Deed Book 9469, Page 754, Deed Book 9483, Page 335, and Deed Book 9539, Page 87 and does hereby dedicate to public use TRACT 3 shown thereon.

[Handwritten Signature]
Owner (s) Signature & Title

ZONING CERTIFICATE

I/WE hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Zoning District Regulations. Any such buildings or improvements not in compliance with all the Zoning District Regulations as described in Case No. \_\_\_\_\_ or documentation of the existence of the building or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

[Handwritten Signature]
Owner (s) Signature & Title

CERTIFICATE OF ACKNOWLEDGMENT

State of Kentucky )
) SS
County of Jefferson)

I, Ann G. Blansett, a

Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of THE FALLS AT OLD HENRY CONDOMINIUMS COUNCIL, INC. per Master Deed and Declaration of Condominium Property Regime of The Falls at Old Henry Condominiums as recorded in Deed Book 9150, Page 944 and as amended Deed Book 9400, Page 150, Deed Book 9469, Page 754, Deed Book 9483, Page 335, and Deed Book 9539, Page 87 was this day

presented to me by Amos Martin, known to me, who executed

Certificates in my presence and acknowledge it to be his free act and deed. (her, his, their)

Witness my hand and seal this 22nd day of December 20 10.
Ann G. Blansett, Notary Public
State at Large, Kentucky
My Commission Expires 1/4/2012

My Commission expires: 4th day of January, 2012

[Handwritten Signature]
Notary Public

Mindel, Scott & Associates, Inc.
Planning Engineering Surveying
5151 Jefferson Blvd.
Louisville, Kentucky 40219
(502) 485-1508

END OF DOCUMENT

Document No.: DN2011015297
Ledged By: BARDENWERFER LAW FIRM
Recorded On: 02/01/2011 02:54:00
Total Fees: 58.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: KELTAR

14626