



## COMPLETE CC&R'S, ANNEXATIONS, BY-LAWS, & ARTICLES

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“**Declaration**”) is made, declared and imposed as of the 16<sup>th</sup> day of January, 200~~8~~, by (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the “**Joint Venture**”), and comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (“**PP LLC**”), and (b) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (“**TSF LLC**”), (ii) **PINNACLE PARTNERS, LLC** and **T.S.F. PROPERTIES, LLC** (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the “**Declarants**”), as co-tenants of the Property (as hereinafter defined), and (iii) **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the “**Developer**”).

**RECITALS:**

A. By Deed dated August 15, 2000, of record in Deed Book 7498, Page 25, PP LLC and TSF LLC, as tenants-in-common, acquired certain real property located in Metro Louisville/Jefferson County more fully described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”).

B. Declarants have retained the Developer to develop the Property as a planned business community known as “Blankenbaker Station Business Park” (hereinafter referred to as “**Blankenbaker Station**”, and/or the “**Park**”), and desire to impose certain covenants, conditions and restrictions on the Property as hereinafter provided.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the following terms hereof, Declarants hereby declare that the Property, including such additional real property as may hereafter be made subject to this Declaration as provided below, shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges and liens set forth in, and other provisions of, this Declaration, are declared and agreed to be in furtherance of the Declarants’ and the Developer’s plans for the subdivision, development, improvement, leasing, sale and other disposition of the Property. The restrictions, covenants, easements and conditions and other terms set forth in and provisions of this Declaration shall run with the Property and be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

## ARTICLE I SUBJECT PROPERTY

### 1.1 Subject Property.

The Property will be developed in a number of parcels, as determined by Developer and Declarants, to be evidenced by, and which parcels may be denominated as, "lots" or "tracts" or by similar nomenclature on, and may be contained within sections set forth on, appropriate subdivision plats placed and/or to be placed of public record in the Office of the Clerk of Jefferson County, Kentucky by Developer and Declarants (any such subdivision plat so filed being hereinafter referred to as a "**Plat**"), which parcels shall be herein collectively referred to as "**Lots**," and each individually as a "**Lot**" In the event any Lot is further subdivided after the date of this Declaration, which subdivision shall be subject to the prior written approval of Developer in its sole discretion, such subdivided parcels shall each be deemed to be a "**Lot**" for the purposes of this Declaration.

### 1.2 Additions.

From time to time, Developer may unilaterally add, or permit in its sole discretion the addition by others of, real property to the Park, which real property need not adjoin the Property or any other real property subject hereto, and subject all or any portion thereof to this Declaration, as amended, or another declaration of covenants, conditions and restrictions acceptable to Developer in its sole discretion, upon the recordation of a declaration of annexation by Developer in the aforesaid Clerk's Office, which declaration may be made by separate instrument or may be included within a deed or subdivision plat recorded in such Clerk's Office with respect to such annexed real property, within which the real property annexed to the Park thereby is located. Once such additional real property has been annexed to the Park, such additional real property shall, unless specified otherwise in the declaration of annexation, become a part of the Property subject hereto, with such definition as used in this Declaration being concomitantly amended to include and be a reference to such additional real property.

### 1.3 Supplemental Declarations.

#### (a) Terms.

Developer and/or Declarants may from time to time elect in their respective discretion to record with respect to any Lot or Lots owned by Developer or Declarants, or annexed to the Park and subjected hereto pursuant to Section 1.2 above, together with the owning entity, a Supplemental Declaration of Covenants, Conditions and Restrictions (a "**Supplemental Declaration**") in the aforesaid Clerk's Office, which Supplemental Declaration may impose on the Lot or Lots subject thereto rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions, other than those set forth in this Declaration. Further, any such Supplemental Declaration may otherwise

supplement the provisions of this Declaration with respect to the Lot or Lots subject thereto.

(b) Filing.

Upon filing of a Supplemental Declaration in the aforesaid Clerk’s Office, the Lots subject thereto shall nonetheless remain subject to this Declaration, except to the extent, if any, specifically stated in such Supplemental Declaration.

**ARTICLE II  
PROPERTY OWNERS ASSOCIATION**

2.1 Membership in Association.

Every owner of a Lot shall be a member of Blankenbaker Station Community Association, Inc. (the “**Association**”), the Articles of Incorporation (“**Articles**”) of which have been or will promptly hereafter be filed in the Office of the Secretary of State of Kentucky and in the Office of the Clerk of Jefferson County, Kentucky, and shall remain a member of the Association until such time as its ownership of a Lot ceases for any reason. Each member shall abide by the Association’s Articles, Bylaws, rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Association’s Board of Directors (the “**Board**”). Conveyance of a Lot automatically transfers membership in the Association, and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the Lot to which it is appurtenant, and then only to the purchaser of such Lot. Membership in the Association shall pass automatically to the purchaser upon transfer of title to the Lot. Any attempt to make a prohibited transfer is void.

2.2 Classes of Membership in the Association.

The Association shall have two (2) classes of membership:

(a) Class A Members.

Class A members shall be all owners of Lots, initially exclusive of Declarants, and shall be entitled to one vote each; provided, however, that no Class A member shall be entitled to its respective vote until conversion of the Class B membership to Class A membership, as described in Section 2.2(b) below.

(b) Class B Member.

The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events:

- (i) When, in its sole discretion, Developer so determines;
- (ii) When none of the Declarants, nor Developer, nor any of the respective partners, stockholders or affiliated entities thereof, owns any portion of the Property or any other real property made subject to this Declaration pursuant to the terms hereof; or
- (iii) January 1, 2024.

**ARTICLE III  
RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION**

3.1 Duties.

In addition to the rights, duties and obligations enumerated in the Articles and by-laws of the Association (“**By-laws**”), or otherwise as provided in this Declaration, and without limiting the generality thereof, the Association shall have the following rights, duties and obligations:

- (a) Maintenance of Common Areas.
  - (i) The Association shall maintain, repair, replace, restore, operate and manage in a first class manner and condition all of the Common Area (as hereinafter defined), and all facilities, improvements, utilities and landscaping thereon, unless otherwise provided herein or in any Supplemental Declaration, and all property that may be acquired by or otherwise conveyed to the Association, or designated by Developer as, or otherwise encumbered, under the jurisdiction or control of the Association, including, without limitation, lighting facilities and irrigation equipment and facilities, as determined by the Developer and/or the Board. Anything to the contrary herein notwithstanding, the Association shall be responsible for the maintenance of all common open space, private roads, islands located in rights-of-way, and signature entrances, so long as the Park is used as a business center or until properly dedicated to a unit of local government which assumes maintenance thereof. This provision shall not be amended without the approval of the Louisville and Jefferson County Planning Commission.
  - (ii) For purposes of this Declaration, the term “**Common Area**” shall mean all personal property, all real property and improvements thereon, and any easement or interest therein, now or hereafter owned by or assigned to the Association by any of the Declarants and/or Developer, and designed and/or intended for the common non-exclusive use or for the benefit of all or certain of the owners of the Lots or for other purposes as may be permitted by this Declaration, or declared to be Common Area in this

Declaration or any amendment hereto, or on any Plat for a Lot or Lots recorded with respect to any portion of the Property or any other real property made subject to this Declaration as provided herein with the prior written consent of Developer in its sole discretion, together with signature entrances, entry features, gates, perimeter fencing for the Park (whether located within designated easements or on a Lot), gate houses and walls (including any of the same located within the boundaries of public rights-of-way), signs erected by Developer and/or any of the Declarants to identify the Park, including, without limitation, any highway oriented signage whether or not the same also identifies all or certain Lot owners and/or users located within the Park, and/or any improvements located therein, thereon and components thereof, and any of the foregoing, any special design or facilities, and any landscaping features, irrigation systems and lighting fixtures lying within public rights-of-way, even if lying outside the boundaries of the Property (such as landscaping and median strips) as shall be determined and/or designated by Developer from time to time, and such similar items or property which may hereafter be added as Common Area by declaration of the Developer or the Board and/or amendment of this Declaration, or pursuant to a Supplemental Declaration, regardless of whether any such items are capable of being legally described or lie within dedicated areas or abut the Property. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Area of the Property, but such identification shall not be required in order for a portion of the Property to be included as Common Area hereunder. Although a municipal or governmental agency or other entity of competent jurisdiction may assume the maintenance obligations of all or some of the Common Area, and/or other areas of the Property dedicated or to be dedicated to public use, the Association may require and maintain a higher standard of maintenance to enhance the overall quality of the development of the Property. Common Area shall further include (1) all stations, crosswalks, storm drains, sewer mains and lift stations, basins, ponds and lakes, the responsibility for the maintenance, operation and repair of which has not been assumed to the satisfaction of Developer by the Metro Louisville/Jefferson County Metropolitan Sewer District (“MSD”) or another municipal or governmental agency or authority or public or private utility, (2) all areas designated by Developer or any Declarants on the Plats for any portion of the Property as “Retention Area,” “Landscape Buffer,” “Sewer and Drain Easements,” and the like and reserved to the Association, any of the Declarants and/or the Developer, with their respective consent, and (3) any landscaping or other facilities placed or constructed from time to time within any Landscape Buffer (as hereinafter defined) by the Association, the Declarants and/or the Developer. The Association shall maintain, repair and, if necessary, replace all signature entrances, entry features, gates, gate houses and walls, and entrance and

other signs identifying the Park and/or any of the improvements located therein, thereon or components thereof, including, without limitation, highway oriented signage, landscaping, plantings and irrigation systems, located within or upon the Common Areas. The Association shall further maintain any portion of the main storm drain system for the Property which is not maintained by MSD or another governmental authority or entity, or public or private utility, and which is located within the Park, or within such other areas as are designated by Developer and/or the Board. The Association shall accept title to any property, including any improvements thereon and personal property, transferred to the Association by Developer or any of the Declarants, which constitutes Common Area. Property interests so transferred to the Association may include, without limitation, fee simple title, easements, leasehold interests and licenses to use, as Developer and/or any of the Declarants deems appropriate. The Association and its officers, directors, employees and authorized agents, representatives and contractors shall have a reasonable right of entry and access upon any Lot (1) to make emergency repairs with respect to the Common Area, (2) to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance, operation, repair and replacement of the Common Area, and (3) to make any alterations required by any appropriate governmental agency or authority to the Common Area.

Notwithstanding the foregoing, (a) it shall be the obligation of each Lot owner to mow on a weekly basis and maintain in a first class condition (i) all lawn areas of a Lot, and (ii) all portions of lawns between the boundary of any Lot and the curbing of adjacent streets and/or rights-of-way, as designated by the Developer or Association from time to time; and (b) until such time as an approved Structure is erected upon a Lot, the Developer may, in its discretion, permit a Lot owner to mow such areas by bush-hog or similar method on a scheduled basis.

- (b) Roadways and Access Easements.
  - (i) The Association shall maintain, repair and replace, if necessary, all streets and roadways within the Property dedicated for public use until such time as the same are accepted for public maintenance by a governmental agency or authority, and the same shall constitute a portion of the Common Area until so accepted, and, regardless of whether such streets and roadways are accepted for public maintenance, the Association shall be responsible for planting, maintaining and replacing, to keep the same in a first class clean and attractive condition and repair, as part of the Common Area, such trees, foliage, landscaping and screening materials in, and upon the areas adjacent to, such streets and roadways, as the Developer or the Board deems necessary or appropriate; and

- (ii) Certain portions of the Property may be established with the prior written consent of Developer in its sole discretion as non-exclusive access easements, vehicular and/or pedestrian, for the benefit of the Association and/or some or all of the Lots and other portions of the Property, or other real property hereafter made subject to this Declaration, and/or for the benefit of property substantially adjacent to or in the vicinity of the Property as determined by Developer, all of which non-exclusive access easements, whether now or hereafter reserved, and the improvements thereon, shall be and constitute Common Area, and shall be maintained, repaired and replaced, if necessary, by the Association in a good and workmanlike manner to keep the same in first class repair and condition; provided, however, that such non-exclusive access easements may be maintained, repaired and replaced, if necessary, to keep the same in first class repair and condition pursuant to an agreement among the owners of the affected Lots. To ensure the quality of the development of the Park, however, should the Developer or the Board determine in its respective sole discretion that the maintenance, including landscaping, of any non-exclusive access easement area which is to be maintained by the owners of the affected Lots pursuant to such an agreement, is not of a level at least commensurate with the standard of maintenance prevailing in the Common Areas or other publicly dedicated areas of the Property, then the Developer or the Association, as applicable, may notify the owners of the affected Lots of its desire for a higher degree of maintenance. If the owners of the affected Lots do not maintain such non-exclusive access easement areas to the prevailing standards after such notice, then the Developer or Association, as applicable, may enter upon the easement areas and surrounding areas and maintain them to such desired standard. The cost of such maintenance may be charged by the Developer or the Association, as applicable, against the owners of the affected Lots, and the Developer or the Association, as applicable, shall have a lien upon such Lots to secure the payment of its costs and expenses, including, Without limitation, reasonable attorneys' fees and court costs, of equal priority to the lien for assessments provided for in Article IV below.

(c) Lighting.

The Association shall install, maintain, repair, and replace, if necessary, to keep the same in a first class condition and repair, such street and other signage and features, and lighting fixtures, as the Developer or the Board deem necessary or appropriate for the entranceways, roadways, non-exclusive access easement areas and other Common Area of the Park, and shall maintain, repair and replace, if necessary, to keep the same in a first class condition and repair, such street and other signage and features, and lighting fixtures, as may now or hereafter be installed by Developer or the Association.

(d) Utilities.

The Association shall pay for all utility services for the signage and features and lighting fixtures provided for in Section 3.1(c) above, the Common Areas, and for any other property maintained or to be maintained by the Association.

(e) Taxes.

The Association shall pay all real and personal property taxes and assessments for any property owned in fee by the Association.

(f) Insurance.

The Association shall maintain such policy or policies of casualty, liability and other insurance as the Board deems necessary or desirable from time to time and subject to the reasonable availability of such coverage.

(g) Discharge of Liens.

The Association may, at the election of the Board, discharge by payment, if necessary, any mechanic's lien or similar lien against the Common Area not authorized or permitted by the Association, and assess the cost thereof to the member or members of the Association responsible for the existence of said lien, if any, and/or may pursue such other remedies as may be available at law or in equity.

(h) Assessments.

The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

(i) Payment of Expenses: Borrowings.

The Association shall pay all expenses and obligations incurred by the Association in, and may borrow such money as is reasonably necessary to permit, the conduct of its business and performance of its duties under this Declaration, and the Articles and By-laws of the Association. Such expenses and obligations shall include, without limitation, all licenses, taxes and governmental charges levied or imposed against the property of the Association and/or the Common Area.

(j) Enforcement.

The Association shall enforce the provisions of this Declaration; provided, that Developer shall have the right, but not the obligation, to enforce the provisions of this Declaration in its sole discretion.

3.2 Powers.

In addition to the powers enumerated in the Articles and By-laws of the Association or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association shall have the following powers:

(a) Utility Services and Facilities.

The Association shall keep all utilities, including, without limitation, storm drains, sewers, access ways, roadways, and lighting appurtenant thereto, on or within the Common Area, which are not maintained to the satisfaction of Developer by applicable governmental authority or entity, or by public or private utility companies, in a state of good condition and repair consistent with standard of quality of said facilities upon original installation. Repairs shall be made at the expense of the Association.

(b) Manager.

The Association shall have the authority to employ a person or persons, and contract with independent contractors and/or managing agents, to perform all or any part of the duties and responsibilities of the Association.

(c) Adoption of Rules.

The Association may adopt rules and regulations not inconsistent with this Declaration relating to the use of the Common Area and all facilities thereon, and the conduct of owners of Lots and their tenants, invitees and guests with respect to the Common Area. Each Lot owner will comply, and cause compliance of its tenants, invitees and guests, with such rules and regulations.

(d) Access.

For the purpose of performing the maintenance and other obligations authorized and/or required by this Declaration, or for any other purpose reasonably related to the performance by the Developer, Association or the Board of their respective responsibilities, the Developer's and the Association's employees, authorized agents and representatives, managers and/or contractors shall have the right, after reasonable notice to the owner thereof of not less than twenty-four hours (except in an emergency), to enter any Lot at reasonable hours.

(e) Dedication.

The Association shall have the power to dedicate, sell or transfer all or any part of the Common Area to a public agency or authority or public or private utility company for such purposes and subject to such conditions as may be agreed to by the members of the Association then eligible to vote. Unless a transfer is ordered by a court of the

Commonwealth of Kentucky having competent jurisdiction, no such dedication or transfer shall be effective unless an instrument has been signed or approved by a majority of the members of the Association then entitled to vote, agreeing to such dedication, sale or transfer. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Metro Louisville/Jefferson County Planning Commission. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

(f) Delegation.

The Association shall have the power to delegate its authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association.

(g) Power to Acquire Property and Construct Improvements.

In addition to property received from Developer and any of the Declarants, the Association may acquire property or interests in property for the common benefit of Lot owners, including improvements thereon and personal property. The Association may construct improvements on property and may repair, maintain, remodel and demolish improvements.

(h) Power to Provide Special Services for Lot Owners.

The Association shall have the right, power and authority to provide services to a Lot owner or a group of Lot owners. Any service or services to a Lot owner or group of Lot owners shall be provided pursuant to a Supplemental Declaration or pursuant to an agreement in writing between the Association and such Lot owner or group of Lot owners. Any arrangement for the rendering of such services shall provide for payment to the Association by such Lot owner or group of Lot owners of the reasonably estimated expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association, and such other amounts as the Board deems proper, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Lot owner or group of Lot owners and that the payment for such services shall be secured by a lien on the property of the Lot owner or group of Lot owners.

(i) Easements.

The Association shall have the right, power and authority to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under the Common Area, as may be reasonably necessary

or useful for the proper maintenance, operation and repair of the Common Area and/or the development of the Park.

(j) Borrowing.

The Association shall have the right, power and authority to borrow money and to encumber all or any part of the Common Area as security for such borrowing.

**ARTICLE IV  
ASSESSMENTS**

4.1 Assessments: Creation of the Lien and Personal Obligation.

Each owner of a Lot, by accepting a deed for the Lot, whether or not it shall be so expressed in the deed, covenants and agrees to pay to the Association annual assessments or charges, such assessments to be established and collected as provided in this Article. The annual assessments, together with interest and costs and reasonable attorneys' fees and court costs incurred in the collection of same, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs and reasonable attorneys' fees and court costs incurred in the collection of same, shall also be the personal obligation of the owner of the Lot at the time when the assessment fell due, and shall pass jointly and severally also to the owner's successors in title whether or not expressly assumed by them. Upon the purchase of a Lot, the owner thereof shall, unless waived by Developer, pay to the Association an appropriately prorated portion of the assessment for the year of the conveyance. No Lot owner shall be entitled to receive a refund of any assessment or other sum paid to the Association pursuant to this Declaration as a result of any sale or conveyance of such Lot owner's Lot.

4.2 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of its members and for the other purposes as contemplated by this Declaration, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose (including without limitation, the Common Area), the cost of repairs, replacements and additions, the cost of labor, equipment, utility services, materials, management and supervision, the procurement and maintenance of insurance, the establishment of adequate reserves for major capital expenditures, the employment of attorneys and other professionals to represent the Association when necessary, and such other needs as may arise in connection with the performance by the Association of its rights, duties and obligations as contemplated by this Declaration, the Articles and the By-laws of the Association.

4.3 Annual Assessment.

(a) Fixed by Board.

The Board shall annually assess each Lot owner its proportionate share of the estimated costs of the Association for the assessment year (such amount being hereinafter referred to as an “**Annual Assessment**”), which Annual Assessment shall be paid by such Lot owner by the date specified by the Board, without benefit or right of set-off and regardless of challenge. The assessment year shall be fixed from time to time by the Board and specified in the By-laws of the Association or a resolution of the Board.

(b) Supplemental Assessments.

In the event that assessments levied by the Board shall prove in the judgment of the Board to be insufficient for the payment of the estimated costs and expenses of the Association with respect to the period so assessed, the Board shall be entitled to so notify all owners of the lots subject to an annual assessment (the “**Assessable Lots**”), and to assess against each Assessable Lot a supplemental amount sufficient to cover such revised estimate by the Board of the costs and expenses of the Association for any assessment year. Such supplemental amounts shall be paid by the Lot owners without benefit or right of set-off and regardless of challenge. The due date for payment of any annual assessment shall be as specified from time to time in the By-laws of the Association, and the due date of payment of any supplemental assessment shall be as specified in the resolution of the Board authorizing such supplemental assessment, but not earlier than thirty (30) days after the sending of notice to the Lot owners such supplemental assessment.

(c) Expense Statement.

On or before one hundred twenty (120) days after the end of an assessment year, the Association shall deliver to each Assessable Lot owner a statement of the aggregate costs and expenses of the Association (including such reserves as established by the Board in its sole discretion) for the previous assessment year (the “**Expense Statement**”). If, after the end of an assessment year, such costs and expenses of the Association for such year are (i) greater than the aggregate amount of the assessments for such period, the Board shall so notify the Assessable Lot owners of such shortfall and each Assessable Lot owner shall pay to the Association, within thirty (30) days after the sending of such statement, its appropriate share of such deficiency, or (ii) less than the aggregate amount of assessments for such period, the Association shall retain such overpayment as a reserve for purposes of discharging its obligations hereunder. The failure of the Association to provide the statement required to be furnished under this Section 4.3(c) shall not relieve the Assessable Lot owners of any of their obligations under this Declaration.

(d) Examination of Records.

Each Assessable Lot owner shall have the right, upon thirty (30) days prior written notice delivered to the Association within thirty (30) days after such Assessable Lot owner's receipt, or deemed receipt, whichever is earlier, of the Expense Statement (such notice being hereinafter referred to as the "**Audit Notice**"), to require the Association to make available its books and records relating to the costs and expenses for the assessment year covered by the Expense Statement to an independent certified public accountant retained by the Assessable Lot owner and reasonably acceptable to the Association (the "**CPA**"), for inspection and audit. Should such inspection and audit by the CPA disclose that the Assessable Lot owner delivering the Audit Notice has overpaid any assessment or other amount due to the Association, such overpayment shall be retained by the Association as a reserve and the overpaying Assessable Lot owner shall be entitled to a credit in the amount of such overpayment against the next assessment or other amount due and payable to the Association pursuant to this Declaration. Notwithstanding any dispute or challenge, or the delivery of the Audit Notice, with respect to any Expense Statement or amounts due and payable to the Association, each Assessable Lot owner shall pay to the Association, without benefit of right or set-off and regardless of challenge, all assessments levied by, and all other amounts due to, the Association, pending resolution of any such dispute. Each Expense Statement furnished pursuant to Section 4.3(c), and the books and records of the Association, shall be deemed final and not subject to any dispute, challenge or question, if the Audit Notice is not delivered to Association within the thirty (30) day period as provided above.

4.4 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment or any other amount due to the Association not paid by the due date shall bear interest from the due date at a rate to be determined from time to time by the Board, which rate shall not exceed the maximum legal rate. The Association may bring an action at law against the Lot owner personally obligated to pay the assessment and other amounts due, all of which unpaid assessments and other amounts due shall constitute a charge on and lien against the applicable Lot, and/or may foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees and court costs of such action or foreclosure shall be added to the amount of the assessment or other amount due. No Lot owner may waive or otherwise escape liability for its assessments by abandonment of the Lot or by claiming non-use of, or no benefit from, the Lot or the Common Area.

4.5 Subordination of the Lien to First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any valid and bona fide first mortgage to a financial institution. Sale or transfer of any Lot shall not affect the assessment lien or other liens provided for in this Declaration.

4.6 Maintenance Charges.

From and after the date of purchase of an unimproved Lot until final completion thereon of a substantial commercial building approved under, and otherwise in compliance with, this Declaration, and the occupancy of such building under final certificates of occupancy, Developer shall have the right, but not the obligation, to perform all normal maintenance activities on the Lot which Developer deems necessary, including, without limitation, mowing. Each owner of such an unimproved Lot, other than Declarants or Developer, shall, at Developer's option, be assessed an annual maintenance fee "Maintenance Fee" payable to Developer in advance in January of each year, initially determined as follows:

- (a) For Lots of one (1) acre or less, the initial rate of assessment shall be \$ 20 .00 per month for the calendar year 2004; and
- (b) For Lots of more than one (1) acre, the initial rate of assessment shall be equal to the sum of (i) \$ 20 .00 per month for the first (1st) acre of such Lot, and (ii) \$ 15 .00 per month for each additional acre or portion thereof comprised by such Lot, for the calendar year 2004.

The per acre rates of assessment specified above shall be hereafter increased annually, for the calendar year 2005 and for each calendar year thereafter, by a percentage equal to the percentage increases in the Consumer Price Index for All Urban Consumers (all items) published by the bureau of Labor Statistics of the United States Department of Labor U.S. City Average (1982 through 1984 = 100) ("CPU") published most recently prior to November 1 of the previous year, from the CPI published most recently prior to November 1 of the year prior thereto (e.g., the rates of assessment for the calendar year 2005 will be determined by increasing the initial rates of assessment specified above by the percentage increase, if any, in the CPI published most recently prior to November 1, 2004, from the CPI published most recently prior to November 1, 2003). The Maintenance Fee shall be appropriately prorated for partial year ownership after the initial conveyance of an unimproved Lot. The Maintenance Fee shall be paid within ten (10) days of demand by Developer, and shall bear interest from the due date thereof until paid at a fixed rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the Lot in favor of Developer to secure the payment of such amounts, which lien shall be of equal priority to the lien for assessments provided for in this Article IV and may be enforced and foreclosed by all means available at law or in equity.

**ARTICLE V  
ARCHITECTURAL CONTROL**

5.1 Creation of Architectural Review Committee.

Promptly after termination of the Class B membership as set forth in Section 2.2 hereof,

an Architectural Review Committee shall be created in accordance with the provisions of this Section 5.1. Until such time as such Class B membership has been terminated and the Architectural Review Committee formed, Developer shall be solely responsible for performance of the functions of review and approval of plans and other matters as set forth in this Article V to be performed by, and the other duties and responsibilities of, the Architectural Review Committee. The Architectural Review Committee shall consist of three individuals, who shall constitute its total membership, and shall be appointed to perform the functions set forth in this Article V. The Developer shall be entitled, until it abandons such right pursuant to a writing delivered to the Board, to appoint one member of the Architectural Review Committee, and the Board shall be entitled to appoint the other members of the Architectural Review Committee.

5.2 Approval of Construction and Landscape Plans.

(a) Construction Plans.

No "Structure" (as hereafter defined) may be erected, placed or altered on any Lot until the comprehensive construction plans and building specifications and a plan showing (i) the location of improvements on the Lot, (ii) the existing and proposed grade elevations, (iii) the height of the Structure and number of square feet encompassed thereby, (iv) the type and color of exterior material (including delivery of a sample thereof), (v) the location and size of and the material constituting the parking lot and any private streets or driveways, (vi) the size, type and location of any signs, including, without limitation, tenant signs, financing signs and construction signs, and (vii) the type and location of all exterior lighting, shall have been approved in writing by the Architectural Review Committee.

(b) Landscape Plans.

In addition to the plans referred to in Section 5.2(a) above, no Structure or landscaping may be erected, placed or altered on any Lot until a landscape and irrigation plan shall be prepared by a registered landscape architect and approved in writing by the Architectural Review Committee, which plan shall show at least the location, type and number of trees, shrubs, flowers and other plantings, and irrigation lines and heads, to be located on such Lot. Every Lot on which a Structure is constructed, including, without limitation, those portions of any Landscape Buffer (as hereinafter defined) located upon the Lot and from time to time unused or not maintained by the Association for the purposes contemplated by such easement, and any unpaved portion of the right-of-way of any public street adjoining any such Lot, shall be sodded, seeded, landscaped, irrigated and maintained by the owner of the Lot in accordance with the approved landscape and irrigation plan for such Lot, and in first class repair and condition. Landscaping and irrigation in accordance with the approved plan must be installed before the occupancy of any building within the phase of development to which such landscape plan pertains, except when seasonal limitations prohibit, in which case the landscaping and irrigation must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by the Architectural Review Committee, the Developer or the

Board. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by the Architectural Review Committee in its sole discretion, and as otherwise may be required by applicable law, rules, regulations and ordinances. All areas of a Lot which have been disturbed by land development activities and are not paved or covered with buildings or other Structures must be landscaped with trees, shrubs and irrigated turf, and as otherwise provided in the approved landscape plan. Large, uninterrupted areas of gravel, pine straw, bark, mulch or similar ground cover are prohibited.

(c) Alterations.

After any Structure has been erected and the initial landscaping material and irrigation system have been installed, no alterations or additions that affect the external appearance of any Structure on any Lot, or materially affects the landscaping or irrigation system on any Lot, may be performed until the plans have been approved in writing by the Architectural Review Committee. Notwithstanding the foregoing, replacements of dead or dying landscaping material may be made without the approval of the Architectural Review Committee if the replacements are of a kind and quality substantially equivalent to the original condition of the material being replaced.

(d) Structures.

References to "Structure" in this Declaration shall include any building, important parking area, drive, fence, wall, sign, trash enclosure, exterior lighting, antenna and microwave and other receivers and transmitters (including those currently called "satellite dishes"), and any other similar item that affects the appearance or the development on a Lot.

5.3 Standard of Review.

Approval of Structures, landscaping and irrigation systems shall be based, among other things, on adequacy of site dimensions, setbacks, harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevations with respect to nearby streets; and conformity of the plans and specifications to the purpose and general planning attempt of this Declaration. The Architectural Review Committee may not arbitrarily or unreasonably withhold its approval of Structures or landscape plans. Except as otherwise provided in this Declaration, the Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to the following:

- (i) Failure to comply with any of the restrictions set forth in this Declaration;

- (ii) Failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- (iii) Objections to the exterior design, the appearance of materials, or materials employed in any proposed Structure;
- (iv) Objection on the ground of incompatibility of any proposed Structure or use with existing structures or uses upon other Lots, or other property in the vicinity of the subject property;
- (v) Objection to the location of any proposed Structure with reference to other Lots or other property in the vicinity;
- (vi) Object to the grading or landscaping plan for any Lot;
- (vii) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any Structure;
- (viii) Objection to the number or size of parking spaces, or to the design of the parking area; or
- (ix) Any other matter which, in judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvements or plan for improvement of the subject property, the specific plan, or the design guidelines which Developer may promulgate from time to time, or with improvements located upon other property in the vicinity.
- (x) Failure to comply with the Master Development Plan approved by the Louisville and Jefferson County Planning Commission, as amended by Developer and/or Declarants from time to time.

By approving any plans and specifications, the Architectural Review Committee makes no representation that the plans and specifications comply with any law, ordinance or regulation of any governmental agency having jurisdiction over the Property. The granting of easements and dedication of public rights-of-way for pedestrian and/or vehicular circulation within and/or between Lots may be required as a condition to approval by the Architectural Review Committee of matters contemplated by this Article V.

#### 5.4 Procedure.

- (a) Submission of Plans.

Complete plans and specifications in accordance with Section 5.2 above shall be submitted to the Architectural Review Committee in duplicate. The Architectural Review

Committee may charge a fee for reviewing the plans and specifications, which fee shall not exceed Seven Hundred Fifty Dollars (\$750.00), or such greater fee as shall be hereafter generally prevailing in the Metro Louisville/Jefferson County metropolitan area.

(b) Response.

The Architectural Review Committee shall have a period of forty-five (45) days from receipt of such plans and specifications within which to review same. If not disapproved in writing within that period, the plans and specifications shall be deemed approved, provided the same do not violate the terms and provisions of this Declaration. The Architectural Review Committee shall provide a written explanation for any disapproval. Following approval of the plans and specifications, the Architectural Review Committee shall return one set marked "Approved" to the Lot owner and shall retain one set on file at the office of the Association. The deadline for plan approval established by this Section 5.4(b) shall apply to Developer prior to formation of the Architectural Review Committee, and prior to such formation, any plans and specifications shall be submitted to Developer at its address set forth above (or such other address designated by Developer in writing).

(c) Completion of Work.

Any improvement commenced pursuant hereto shall be completed within one year from the date of the Committee's approval of the plans and specifications therefor, except for so long as such completion is rendered impossible, or unless work upon the proposed improvements would impose a great hardship upon the Lot owner to whom the Committee's approval is given, due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of Lot owner. The Committee may, upon written request made and received prior to the expiration of the one year period, extend the period of time within which work must be completed. Failure to comply with this Section 5.4 shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article VII.

5.5 Duties of Lot Owners.

Each Lot owner shall at all times properly maintain all Structures, landscaping, parking areas and the grounds of its Lot, including, without limitation, those portions of any Landscape Buffer located on the Lot from time to time unused or not maintained by the Association for the purposes contemplated by any such easements, and the unpaved portion of the right-of-way of any public street adjoining such Lot, in a safe, neat clean, sightly, first class and Wholesome condition and in a first class state of repair and cleanliness, and otherwise in accordance with any standards adopted by the Association, and shall comply in all respects with all governmental, health and fire requirements and regulations. If any Lot owner shall fail to maintain its Lot in accordance with the provisions of this Section 5.5, the Association may notify that owner of the Association's desire for a higher standard of maintenance, If the Lot owner fails to so maintain its Lot after such notice, then the Association may enter the Lot and perform the appropriate

maintenance. The Association may charge the cost of such maintenance against the owner of the affected Lot, and the Association shall have a lien on the Lot to secure the payment of its expenses, including, without [imitation, attorneys' fees and court costs, of equal priority to the lien for assessments as provided for in Article IV of this Declaration.

#### 5.6 Exemption.

The provisions of this Article V shall not be applicable to the development, construction, use, promotion, marketing, sale and/or leasing of Lots by the Developer, or its respective successors and assigns, or affiliated entities as determined by Developer.

### ARTICLE VI USE RESTRICTIONS AND EASEMENTS

#### 6.1 Prohibited Uses.

The following operations and uses shall not be permitted on any property subject to this Declaration:

- (a) Residential use of any type;
- (b) Trailer courts or recreation vehicle campgrounds;
- (c) Junkyards;
- (d) Drilling for and removing oil, gas, or other hydrocarbon substances;
- (e) Refining of petroleum or of its products;
- (f) Commercial petroleum storage yards;
- (g) Commercial excavation of building or construction materials; provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approval construction pursuant to Article V;
- (h) Distillation of bones;
- (i) Dumping, disposal, incineration, or reduction of garbage, sewer, offal, dead animals, or other refuse;
- (j) Fat rendering;
- (k) Stockyard or slaughter of animals;
- (l) Smelting of iron, tin, zinc, or any other ore or ores;
- (m) Cemeteries;
- (n) Jail or honor farms;
- (o) Labor or migrant worker camps;
- (p) Foundries;
- (q) Animal pound;
- (r) Animal or poultry farm; or
- (s) Insecticides, fungicides or disinfectants.

#### 6.2 Other Operations and Uses

Operations and uses which are neither specifically prohibited or specifically authorized

and are permitted by other government regulation may be permitted by this Declaration in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant. Approval or disapproval or such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Developer. Multiple user buildings may be permitted in the sole discretion of the Declarant and the approval thereof shall not operate as a precedent for the approval of any subsequent multiple user building. -

### 6.3 Nuisances.

No activities constituting a nuisance, as determined in the sole opinion of Developer, shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot on the Property or to its occupants. A "Nuisance" shall include, but not be limited to, any of the following conditions:

(a) Any use, excluding reasonable approval construction activity, of the Lot that emits dust, sweepings, dirt, cinders, fumes, offensive odors, radiation, gases or vapors into the atmosphere or discharges liquid, solid wastes, or other harmful matter into the atmosphere or any lake, stream, river, or other waterway which may adversely affect the vegetation within the Property or the health, safety, comfort of, or intended use of Lot(s) by the owners thereof or persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the subject Property or any part thereof in violation of any regulation of any body having jurisdiction over such sewer. No waste, substances or materials of any kind shall be discharged into any creek, stream or waterway within or adjoining the Property, except for such storm water discharge as shall be approved by MSD and shown on plans and specifications approved pursuant to Article V hereof.

(b) The escape or discharge of any fumes, odors, gases, vapors, steam, acids or other substances into the atmosphere, which discharge, in the opinion of the Developer, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area of the Property, or may be harmful to the Property or vegetation thereon or in the vicinity thereof.

(c) The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed only within an enclosed screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the Lot upon which the operation is conducted nor shall it create any hazard to any other Lot.

(d) Sound pressure levels of any machine, device, or any combination of same, from any individual business or operation, which are in violation of any regulation of any public body having jurisdiction and noise determined to be objectionable by

Developer in its opinion because of its volume, duration, intermittent beat, frequency or shrillness.

(e) Exterior loudspeakers and unshielded lights and lights without a concealed light source, unless such loudspeakers or lights are installed with prior written permission of the Developer in its sole discretion.

(f) Noxious or offensive activities carried on, in, or upon any Lot, and anything done therein willfully or negligently that may be or become an annoyance or Nuisance to other Lot owners or shall unreasonably interfere with the peaceful and rightful possession of other Lots by the owners thereof or tenants thereon.

(g) Any unlawful use made of any Lot, including any violation of any valid laws, zoning ordinances, or regulations of all governmental bodies having jurisdiction thereover.

(h) The result of every act or omission whereby any covenant, condition or restriction or other term or provision contained in this Declaration is violated in whole or in part.

#### 6.4 Subdivision.

No Lot shall be subdivided, and no dedication of any part of a Lot for a public road or private right-of way, shall be made without the prior written consent of Developer, in its sole discretion, and/or the Architectural Review Committee. Any subdivision must adhere to the subdivision regulations of Metro Louisville/Jefferson County, Kentucky.

#### 6.5 Use Variances.

Except as otherwise provided in this Declaration, the Board shall have the exclusive right to grant variances from the requirements of Article VI of this Declaration with respect to any given Lot, as the Board, in its sole discretion, shall determine is necessary for the successful development of the Property, provided that the variance does not materially adversely affect the owners of adjoining Lots or their occupants.

#### 6.6 Other Operations and Uses.

Other operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Developer in accordance with the procedures set forth in Article V of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other Lots subject to this Declaration or upon the occupants thereof, and shall be granted in the sole discretion of Developer.

## 6.7 Easements and Set Backs.

Each of the following easements and restrictions are hereby reserved, dedicated, granted and created, and set-backs imposed, all of which shall run with the land and, notwithstanding any of the other provisions of this Declaration, or any amendment or accepted cancellation hereof, may not, without the prior written consent of the Developer and the Board, be amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes:

### (a) Easements for pedestrian and vehicular traffic.

Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose as designed by the Developer or Board; and for pedestrian and vehicular traffic and parking over, through across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes as designated by the Developer or Board, the same being for the use and benefit of the owners of Lots, the holders of any mortgage encumbering any Lots and their guests and invitees.

### (b) Landscape Buffer.

Permanent easements for the benefit of the Developer, Declarants and the Association, its successors and assigns, on, over and across those portions of the Property identified and designated on any Plat for portions of the Property as "Landscape Buffer" for the purpose of maintaining open green space and a buffer zone on each Lot encumbered thereby, and for the planting, care, maintenance, repair, irrigation and replacement of such landscaping, plants, trees, flower beds and perennials, and irrigation systems therefor, if any, as Developer or the Association shall determine. Within the area of such Landscape Buffer, no buildings, parking areas, signs, fences or Structures of any kind or nature whatsoever may be placed, erected or constructed without the prior written approval of Developer in its sole discretion, except for (i) utility lines and ancillary equipment and facilities located within the boundaries of any dedicated utility easement, and taps and supply lines serving the Lot therefrom as approved pursuant to Section 5.2 above, (ii) access drives for the Lot encumbered thereby, and landscaping, irrigation systems and other matters, approved pursuant to Section 5.2 above, and (iii) the roadway and other improvements constructed on any "Roadway Access Easement" or similar ingress and egress easement as reserved on any Plat recorded with respect to any Lot with the consent of Developer. The owner of any Lot encumbered by a Landscape Buffer is responsible for the maintenance thereof in a neat and attractive first class condition.

### (c) Set Backs.

Permanent set-back lines are hereby reserved and imposed upon each Lot from the boundaries thereof, or from the boundaries of any "Roadway Access Easement" thereon as shown on any Plat or specified in any Supplemental Declaration hereafter recorded in

the aforesaid Clerk's Office, in which areas between the boundaries of each Lot and the set-back lines herein imposed, no buildings, parking areas, signs, fences or Structures of any kind or nature whatsoever may be placed, erected or constructed without the prior written approval of Developer in its sole discretion.

Notwithstanding the foregoing, there shall be permitted within the area of any set-back imposed pursuant to this Section 6.6, provided the same are not in violation of any zoning regulations or other applicable law, (i) utility lines and ancillary equipment and facilities located within the boundaries of any dedicated utility easement, and taps and supply lines serving the Lot therefrom, as approved pursuant to Section 5.2 above, (ii) access drives for the Lot encumbered thereby, and landscaping, irrigation systems and other matters, approved pursuant to Section 5.2 above and (iii) roadway and other improvements constructed on any "Roadway Access Easement" as reserved on any Plat recorded with respect to any Lot with the consent of Developer. Developer may from time to time vary the established set back lines, and/or grant variances therefrom, in its sole discretion, where not in conflict with applicable zoning regulations or other applicable law.

(d) Easements for Maintenance.

A perpetual and exclusive easement in favor of the Association, its successors and assigns, for the maintenance of any of those portions of the Common Area, and any improvements and facilities thereon, which may presently or hereafter encroach upon a Lot.

(e) Easements for Inspection and Remedial Action.

The Association, through the Board or any manager or managing agents or its respective agents or employees shall have the perpetual and nonexclusive right of access to each Lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the proper business activities conducted thereon (except in an emergency) (i) to inspect the Lot for the purpose of verifying conformance with this Declaration, the Bylaws and the Articles, including, without limitation, in connection with the construction of improvements on the Lot in accordance with Article V of this Declaration, (ii) to remedy any violations of the provisions of this Declaration, the Bylaws or the Articles, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Area, or any equipment, facilities, or fixtures thereon, or affecting or serving other Lot(s) or the Common area. In case of emergency, such right of entry shall be immediate, whether or not the owner of such Lot is present at the time.

**ARTICLE VII  
GENERAL PROVISIONS**

7.1 Default and Remedies.

(a) Damages.

Developer may bring suit for damages for any compensable breach of or noncompliance with any of the covenants, conditions, or restriction, or declaratory relief to determine the enforceability of any of these covenants, conditions, or restrictions.

(b) Equity.

It is recognized that a violation by a Lot owner or one or more of the foregoing covenants, conditions, or restrictions may cause Developer to suffer material injury or damage not compensable in money, and that Developer shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these covenants, conditions, and restrictions on in injunction to enjoin the continuance of any such breach or violation thereof.

(c) Abatement and Lien Rights.

Any such breach or violation of these covenants, conditions, and restrictions or any provision hereof which is hereby declared to be a Nuisance, and Developer shall be entitled to enter the site or portion of the subject property as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any Structure, thing, or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such Nuisance against any person or entity acting or failing to act in violation of these restrictions all at the sole cost and expense of a Lot owner or any person buying possession under a Lot owner. Any costs or expenses paid or incurred by Developer in abating such Nuisance or prosecuting any such remedy (including all reasonable attorneys fees and costs of collection), together with interest thereon at the rate of 10% per annum, shall be a charge against the site or portion of the property as to which the breach or violation exists, and shall also be the personal obligation of that person who was Owner when such charges became due or who committed such breach or violation. In addition to any other rights or remedies hereunder, Developer may deliver to the Lot owner and record with the Clerk of Jefferson County a certificate or notice of claim of lien (which, among other things, may, but need not, recite the nature of the violation, the legal description of the site or portion of the property affected by such violation, the record or reputed Owner thereof, Developer's name and address, and the remedies being pursued by Developer or the amount of any such lien claim has not been charged) to Developer's satisfaction, and if any recited amounts so charged have not been paid within 30 days thereafter, Developer or its authorized

representatives may foreclose such lien in the same manner as enforcement of a mortgage, or in any other manner permitted by law. Developer, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale. If the violations recited in such lien claim are timely cured and any recited amounts timely paid as provided above, Developer shall forthwith record an appropriate release of such lien at Owner's sole expense.

#### 7.2 Waiver.

No waiver by Developer of a breach of any of these restrictions, and no delay or failure to enforce any of these restrictions, shall be construed or held to be a waiver or any succeeding or preceding breach of the same or any other of these covenants, conditions, and restrictions. No waiver by Developer of any breach or default hereunder shall be implied from any omission by Developer to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by Developer to or of any act by an Owner requiring Developer's consent or approval shall not be deemed to waive or render unnecessary Developer's consent or approval to or of any similar acts by Owner.

#### 7.3 Costs of Enforcement

In the event any legal equitable action or proceeding shall be instituted to enforce any provision of these restrictions, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

#### 7.4 Non-Exclusive Rights of Enforcement

The rights of enforcement granted to Developer are non-exclusive and shall be exercisable by Developer for so long as Developer owns any interest in the subject property. Concurrently, each Owner and the Architectural Review Committee, its successors, and assigns, are hereby granted all of the rights of enforcement and the remedies provided to Developer by this Article VII. Any such Owner or the Committee may seek enforcement of all remedies in accordance with the provisions of this Article independently of Developer.

#### 7.5 Severability.

Invalidation of any one of the provisions of this Declaration by judgment or court order in any instance shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect, or any valid and permitted usage of any such invalidated provision.

#### 7.6 Restrictions Run With the Land.

Unless canceled, altered or amended, 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 Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the holders of at least 75% of the votes in the Association then eligible to be cast has been recorded agreeing to cancel or change these restrictions and covenants in whole or in part

#### 7.7 Amendment

During the first twenty-five (25) years following the date this Declaration is recorded, and provided Developer or any of its members and/or related entities, as applicable, owns or leases at least one Lot or any portion of the Property, Developer may amend the provisions of this Declaration without the consent of any other Lot owner, except that Developer may not amend any provision of this Declaration with respect to any Lot in a manner that directly and materially adversely affects the then existing proper use of or proper improvements on such Lot owned by an entity other than Developer or any of its members and/or affiliated entities, or that alters the method of assessment for such Lot, unless the affected Lot owner joins in such amendment. After the expiration of such 25-year period, this Declaration may be canceled, altered or amended at any time by a written instrument signed by the holders of at least 75% of the votes in the Association then eligible to be cast and recorded in the Office of the Clerk of Jefferson County, Kentucky; provided, however, so long as Declarants, or any one or more of them, or Developer, or any of their respective partners, stockholders and/or related entities, as applicable, owns any part of the Property, this Declaration shall not be amended without the prior written consent of all Declarants and Developer in their respective sole discretion.

#### 7.8 Amendments to Articles and Bylaws.

Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles and/or its Bylaws.

#### 7.9 Exculpation.

Neither Declarants or any of their respective officers or employees, nor Developer or its members, officers, directors or employees, nor the directors or officers of the Association or the members of the Architectural Review Committee shall be personally liable to anyone for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Lot owners shall indemnify and hold harmless each of the directors and officers of the Association and the members of the Architectural Review Committee and their respective heirs, executors, administrators, personal representatives, successors and assigns for actions taken or not taken while exercising their respective duties as directors, officers and members, respectively.

#### 7.10 Board's Determination Binding.

In the event of any dispute or disagreement between or with any Lot owners relating to the property subject to this Declaration, or any questions of interpretation or application of the

provisions of this Declaration or the Articles or Bylaws of the Association, the determination thereof by the Board shall be final and binding on each and all such Lot owners.

7.11 Incorporation by Reference on Resale.

In the event any Lot Owner sells or otherwise transfers all or any part of the Property subject to this Declaration, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, charges, liens and other provisions set forth in this Declaration, provided that the failure of any deed to so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

7.12 Notices.

Upon purchase of any Lot, the purchaser thereof shall notify the Developer and the Association in writing, sent to the address of the Developer set forth above (or to such other address or to such other entity as shall be designated by Developer) of such purchase and shall set forth in such writing the then existing address of such purchaser. Any demand, notice or other information or communication required or permitted to be sent to any member of the Association or any Lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the entity which appears as a member of the Association or a Lot owner on the records of the Association at the time of such mailing.

7.13 Exhibits.

All exhibits attached to this Declaration and referred to herein as designated Exhibits, are hereby incorporated herein above the signature lines hereof.

7.14 Captions and Headings.

All captions and headings used in, and the title page and table of contents of, this Declaration are for the convenience of reference only and shall not affect the interpretation of the provisions hereof.

7.15 Definition.

The term "Developer" as used in this Declaration shall mean Hollenbach-Oakley, LLC, and its designated successors and assigns, which joins in this Declaration and acknowledges and agrees to the terms hereof. At such time as none of Declarants or Developer, nor any of their respective members, partners, shareholder or affiliated entities, as applicable, and as determined by Developer, owns any portion of the Property or any additional real property made subject to this Declaration pursuant to Section 1 above, or at such other time as Developer may elect in its sole discretion, Developer shall assign without recourse its then remaining rights and duties

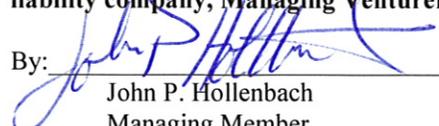
under this Declaration, if any, to the Board or to a governmental agency or authority acceptable to Developer and the Board.

**IN WITNESS WHEREOF**, to indicate their understanding of and agreement to the provisions hereof, the undersigned have executed this instrument as of the day, month and year first above written.

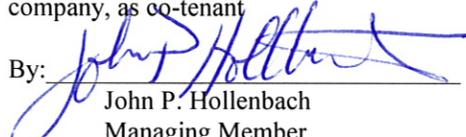
**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,**  
a Kentucky joint venture

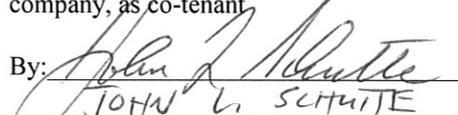
By: **Pinnacle Partners, LLC, a Kentucky limited liability company, Managing Venturer**

By:   
John P. Hollenbach  
Managing Member

**Pinnacle Partners, LLC, a Kentucky limited liability company, as co-tenant**

By:   
John P. Hollenbach  
Managing Member

**T.S.F. Properties, LLC, a Kentucky limited liability company, as co-tenant**

By:   
JOHN L. SCHUTTE  
Title: MEMBER

**DEVELOPER:**

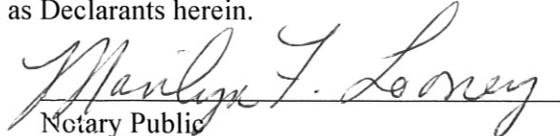
**HOLLENBACH-OAKLEY, LLC,**  
a Kentucky limited liability company

By:   
Title: Member

Commonwealth of Kentucky  
County of Jefferson

Acknowledged before me this 16<sup>th</sup> day of January, 2008, by John P. Hollenbach as Managing Member of Pinnacle Partners, LLC, a Kentucky limited liability company and Managing Venturer of Pinnacle Partners/TSF Properties, a Kentucky joint venture, for and on behalf of said limited liability company, and on behalf of said venture, both as Declarants herein.

[Seal]  
My commission expires: 6-12-07

  
Notary Public

Commonwealth of Kentucky  
County of Jefferson

Acknowledged before me this 16<sup>th</sup> day of January, 2009, by John P. Schutte as Member of T.S.F. Properties, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as a Declarant herein.

[Seal]  
My commission expires: 6-12-07

Marilyn F. Looney  
Notary Public

Commonwealth of Kentucky  
County of Jefferson

Acknowledged before me this 16<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Developer herein.

[Seal]  
My commission expires: 6-12-07

Marilyn F. Looney  
Notary Public

This instrument prepared by:

Gregory A. Compton  
Gregory A. Compton, Esq.  
Goldberg & Simpson, P.S.C.  
3000 National City Tower  
Louisville, Kentucky 40202  
Phone: 502.589.4440  
Email: [gcompton@gsatty.com](mailto:gcompton@gsatty.com)

**Exhibit List:**

**Exhibit A – Description of Property**

Exhibit B - Drawing

Blankenbaker Station Declaration 070703

*re-record*  
Document No.: DN2004057933  
Lodged By: goldberg & simpson  
Recorded On: 04/07/2004 11:22:58  
Total Fees: 67.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: YOLLOG2

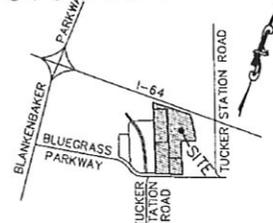
## EXHIBIT "A"

Beginning at an iron pin, said pin being in the north right of way of Tucker Station Road and also being the Southwest corner of a tract of land conveyed to Chester D. and Elvera Vaughn as recorded in Deed Book 4032, Page 453; the aforesaid County Clerk's office; thence leaving said north right of way of Tucker Station Road North 18 degrees 34 minutes 10 seconds West, 1139.19 feet to a stone, said stone being the Northwest corner of a tract of land conveyed to Jerry and Andres Marksbury as recorded in Deed Book 6045, Page 92 in the aforesaid County Clerk's Office; thence North 71 degrees 14 minutes 41 seconds East, 503.50 feet to an iron pin, said pin being in the West right of way of Tucker Station Road and also being in the North line of a tract of land conveyed to Ruth Roberts as recorded in Deed Book 5597, Page 16 in the aforementioned County Clerk's Office. Thence with the West right of way of Tucker Station Road North 23 degrees 41 minutes 20 seconds West 388.71 feet to an iron pin; thence South 66 degrees 18 minutes 39 seconds West, 30.00 feet to an iron pin; thence North 23 degrees 41 minutes 20 seconds West, 262.18 feet to an iron pin; thence North 35 degrees 48 minutes 57 seconds West, 267.42 feet to an iron pin, said pin being at the intersection of the West right of way of Tucker Station Road and the South right of way of Interstate 64; thence with the South right of way of Interstate 64 North 89 degrees 08 minutes 30 seconds West, 1293.48 feet to an iron pin; thence leaving said right of way of Interstate 64 South 18 degrees 34 minutes 10 seconds East, 213.05 feet to an iron pin, said pin being the Northwest corner of a tract of land conveyed to Cecilia Knight as recorded in Deed Book 5379, Page 904 in the aforesaid County Clerk's Office; thence with Knight's line North 73 degrees 41 minutes 16 seconds East, 450.46 feet to an iron pipe; thence South 18 degrees 34 minutes 10 seconds East, 2224.20 feet to an iron pipe, said pipe being in the North right of way of Tucker Station Road and also being the Southeast corner of Knight; thence with the said North right of way to Tucker Station Road North 73 degrees 41 minutes 16 seconds East, 433.82 feet to the point of beginning containing 33.173 acres.

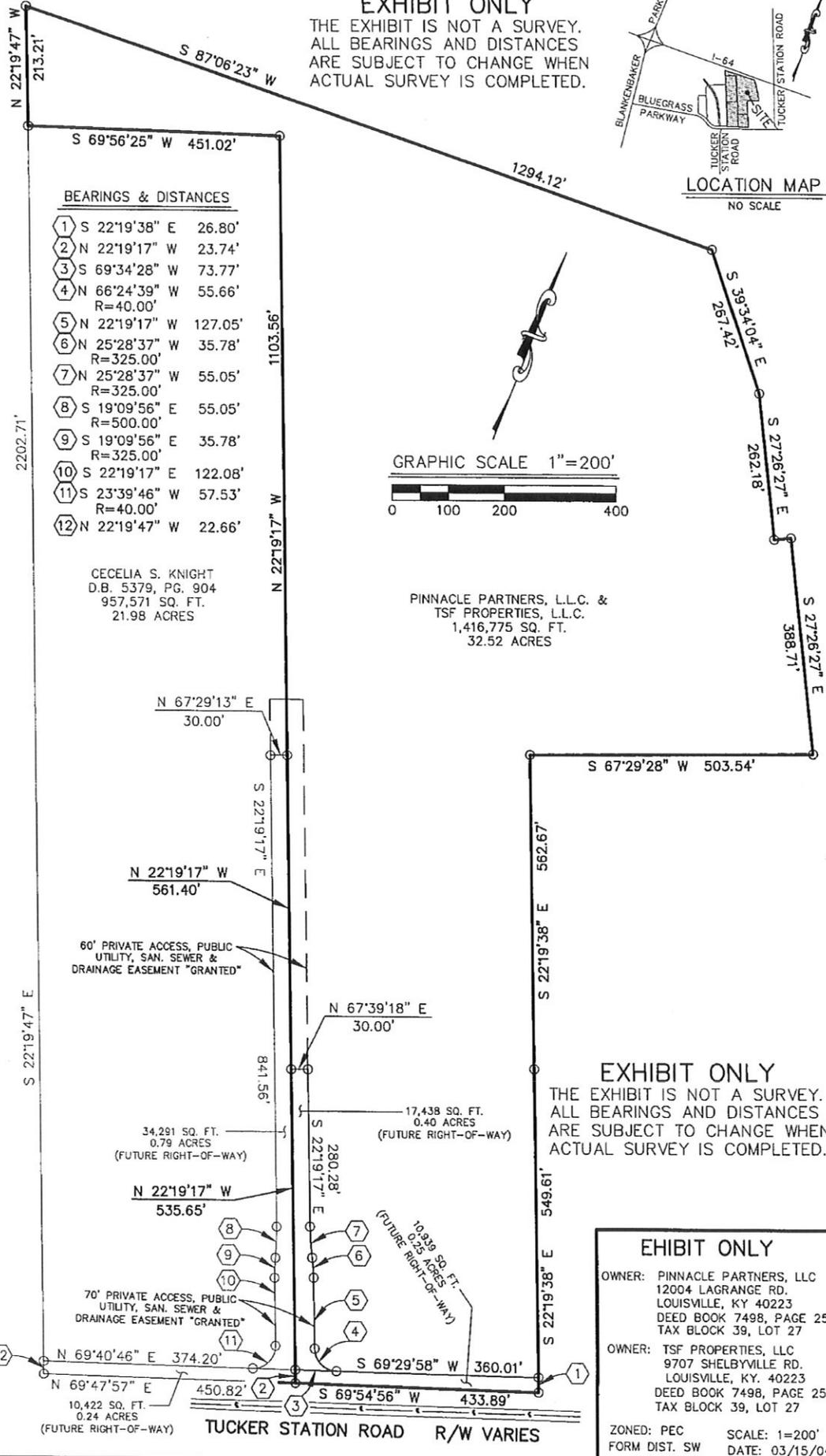
Being the same property conveyed to Declarants by Deed dated August 5, 2000 of record in Deed Book 6067, Page 787 in the Office of the County Clerk of Jefferson County, Kentucky and being the same property as depicted on the drawing attached hereto as Exhibit B.

~~Document No.: DN2004045646  
Lodged By: goldberg & simpson  
Recorded On: 03/18/2004 03:38:15  
Total Fees: 68.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: YOLLOG2~~

**EXHIBIT ONLY**  
THE EXHIBIT IS NOT A SURVEY.  
ALL BEARINGS AND DISTANCES  
ARE SUBJECT TO CHANGE WHEN  
ACTUAL SURVEY IS COMPLETED.



**LOCATION MAP**  
NO SCALE

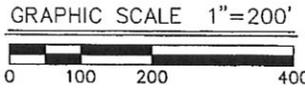


**BEARINGS & DISTANCES**

- ① S 22°19'38" E 26.80'
- ② N 22°19'17" W 23.74'
- ③ S 69°34'28" W 73.77'
- ④ N 66°24'39" W 55.66'  
R=40.00'
- ⑤ N 22°19'17" W 127.05'
- ⑥ N 25°28'37" W 35.78'  
R=325.00'
- ⑦ N 25°28'37" W 55.05'  
R=325.00'
- ⑧ S 19°09'56" E 55.05'  
R=500.00'
- ⑨ S 19°09'56" E 35.78'  
R=325.00'
- ⑩ S 22°19'17" E 122.08'
- ⑪ S 23°39'46" W 57.53'  
R=40.00'
- ⑫ N 22°19'47" W 22.66'

CECELIA S. KNIGHT  
D.B. 5379, PG. 904  
957,571 SQ. FT.  
21.98 ACRES

PINNACLE PARTNERS, L.L.C. &  
TSF PROPERTIES, L.L.C.  
1,416,775 SQ. FT.  
32.52 ACRES



**EXHIBIT ONLY**  
THE EXHIBIT IS NOT A SURVEY.  
ALL BEARINGS AND DISTANCES  
ARE SUBJECT TO CHANGE WHEN  
ACTUAL SURVEY IS COMPLETED.

**EXHIBIT ONLY**

OWNER: PINNACLE PARTNERS, LLC  
12004 LAGRANGE RD.  
LOUISVILLE, KY 40223  
DEED BOOK 7498, PAGE 25  
TAX BLOCK 39, LOT 27

OWNER: TSF PROPERTIES, LLC  
9707 SHELBYVILLE RD.  
LOUISVILLE, KY. 40223  
DEED BOOK 7498, PAGE 25  
TAX BLOCK 39, LOT 27

ZONED: PEC SCALE: 1=200'  
FORM DIST. SW DATE: 03/15/04



**BY-LAWS**  
**OF**  
**BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**

These By-Laws of **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation (the "**Corporation**"), have been adopted by the Board of Directors of the Corporation as of the 13<sup>th</sup> day of April, 2004, pursuant to the Articles of Incorporation of the Corporation (the "**Articles**"), filed with the Kentucky Secretary of State on April 13, 2004, and as contemplated by the Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky, as supplemented (the "**Declaration**"). Capitalized terms used and not otherwise defined herein will have the respective meanings ascribed thereto in the Declaration.

**ARTICLE I**  
**OFFICES**

1.1 Principal Office. The principal office of the Corporation in the Commonwealth of Kentucky shall be located in Louisville/Jefferson County Metro, Kentucky. The Corporation may have such other offices, either within or without the Commonwealth of Kentucky, as the business of the Corporation may require from time to time.

1.2 Registered Office. The registered office of the Corporation may be, but need not be, identical with its principal office in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**  
**NO CAPITAL STOCK**

2.1 No Capital Stock. The Corporation shall have neither capital stock nor stockholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of its gain, profit, or property inure to the incorporator thereof, nor to any officer or director thereof, nor any other individual or any member of the Corporation, except as otherwise provided in the Articles or these By-Laws as to compensation for services rendered, but its entire gain, profit, net earnings, and property shall be devoted exclusively to the charitable and other uses and purposes set out in the Articles.

## ARTICLE III MEMBERS

3.1 Classes of Membership. The Corporation shall have two classes of membership:

(a) Class A. Class A members shall be all owners of Lots, initially exclusive of Declarants, and shall be entitled to one vote each; provided, however, that no Class A member shall be entitled to its respective vote until conversion of the Class B membership to Class A membership, as described in 3.1 (b) below.

(b) Class B. The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events:

(i) When, in its sole discretion, Developer so determines;

(ii) When none of the Declarants, nor Developer, nor any of the respective partners, stockholders or affiliated entities thereof, owns any portion of the Property or any other real property made subject to the Declaration pursuant to the terms thereof; or

(iii) January 1, 2024.

3.2 Annual Meetings. The annual meeting of the members (collectively, the "**Members**" or individually, a "**Member**") shall be held at such time, place and on such date as the chief executive officer may designate, the date to be no later than six (6) months following the end of the Corporation's fiscal year. The purpose of such meetings shall be the election of directors and the transaction of such other business as may properly come before it. If the election of directors shall not be held on the day designated for an annual meeting, or at any adjournment thereof, the Board of Directors of the Corporation (the "**Board of Directors**") shall cause the election to be held at a special meeting of the Members to be held as soon thereafter as may be practicable.

3.3 Special Meetings. Special meetings of the Members may be called by the chief executive officer, by a majority of the Board of Directors or by Members holding not less than one-third of the voting power of all Members entitled to vote at such meeting.

3.4 Place of Special Meetings. The Board of Directors may designate any place within or without the Commonwealth of Kentucky as the place for any special meeting of the Members called by the Board of Directors. A waiver of notice signed by all Members may include a designation of any place, either within or without the Commonwealth of Kentucky, as the place for the holding of such meeting. If no

designation is properly made, or if a special meeting be otherwise called, the place of meeting shall be at the registered office of the Corporation in the Commonwealth of Kentucky.

3.5 Notice of Annual or Special Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 days nor more than 35 days before the date of the meeting, either personally or by mail, by or at the direction of the president or the Secretary, or the person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Member at his or her address as it appears on the records of the Corporation, with postage prepaid.

3.6 Waiver of Notice. Any Member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, unless the Member attends the meeting for the sole express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever any notice is required to be given under the provisions of these By-laws, the Articles of Incorporation, or otherwise by law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Quorum. Unless otherwise stated herein, Members holding twenty percent (20%) of the votes then entitled to be cast on the matter to be voted upon, represented in person or by proxy, shall constitute a quorum at any such meeting.

3.8 Action by Consent of Members. Any action required to be taken, or which may be taken, at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Such written consent shall have the same force and effect as a unanimous vote at a meeting.

#### **ARTICLE IV DIRECTORS**

4.1 Number, Tenure and Qualifications. The Board of Directors of the Corporation shall consist of not less than three nor more than nine individuals, until otherwise changed by an amendment to these By-Laws. Each director shall hold office for the term for which he or she was elected and until his or her successor shall be elected and qualified, whichever period is longer. The directors need not be residents of the Commonwealth of Kentucky.

4.2 Powers. The Board of Directors shall have power to:

(a) Exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation (i) by law, or (ii) by the Declaration, and by any similar set of deed restrictions applicable to Blankenbaker Station Business Park, unless the power, duty or authority is reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration; and

(b) Employ a manager, independent contractor or other employees as they deem necessary, and to prescribe their duties.

4.3 Duties. It shall be the duty of the Board of Directors to:

(a) Fix the Annual Assessment at an amount sufficient to meet the obligations imposed by the Declaration or otherwise undertaken by the Corporation, set the date(s) assessments are due, and decide what interest rate is to be applied to assessments which remain unpaid after the due date;

(b) Send written notice of each assessment to every Lot owner subject to assessment at least thirty (30) days in advance of the due date of the annual assessment or the first installment thereof;

(c) Furnish upon demand by any Lot owner a certificate signed by an officer or representative of the Corporation setting forth whether the assessments on a specified Lot have been paid, for which a reasonable charge may be made;

(d) Prepare an annual budget;

(e) Procure and maintain adequate liability and hazard insurance on property owned by, or for activities conducted under the direction of, the Corporation, to the extent that such insurance is readily available at a reasonable premium as determined by the Board of Directors. All property owned by the Corporation shall be insured for its full replacement cost. All insurance coverage shall be written in the name of, and the proceeds shall be payable to, the Corporation, and insurance proceeds payable as a result of property damage shall be used by the Corporation for the repair or replacement of the property for which the insurance was carried.

4.4 Removal and Resignations. Directors may be removed from office for good cause, which may include absences from three (3) successive regular meetings of the Board of Directors. Such action shall be taken by the Board of Directors by adopting a corporate resolution. Any director may resign from the Board of Directors at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the Commonwealth of Kentucky, for the holding of regular meetings without other notice than such resolution.

4.6 Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of, the Chairman, President or by any two directors. All special meetings of the Board of Directors shall be held at the principal office of the Corporation or such other place as may be specified in the notice of the meeting.

4.7 Notice. Notice of any special meeting shall be personally delivered or telephoned to each director at least twenty-four (24) hours prior thereto or mailed to each director at his or her business address at least two (2) days prior to the time of the meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.8 Quorum. A majority of the number of directors fixed by, or determined in accordance with, the Articles of Incorporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

4.9 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by law, by the Articles of Incorporation, or by these By-Laws.

4.10 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the Corporation's members.

4.11 Compensation. By resolution of the Board of Directors each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of

Directors, and may be paid a stated annual stipend as director or a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

4.12 Action by Written Consent. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors.

4.13 Chairman and Vice-Chairman of the Board. The Board of Directors may appoint one of its members Chairman of the Board of Directors. The Board of Directors may also appoint one of its members as Vice-Chairman of the Board of Directors, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to him or her by the Board of Directors.

4.14 Executive Committee. It shall be competent for the Board of Directors by resolution to provide for an Executive Committee. The Executive Committee shall have such authority as is usual and necessary for an Executive Committee to have to act for the Board of Directors.

4.15 Other Committees. It shall be competent for the Board of Directors by an appropriate by-law or resolution to provide for such other committees as may appear necessary for the effective management of the business of the Corporation, and to give such committees such powers and duties as may seem proper, and to provide when and how often any such committee shall meet, how its meetings shall be called, and at what times those meetings may be held.

## **ARTICLE V OFFICERS**

5.1 Classes. The officers of the Corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two of the offices of Vice President, Secretary and Treasurer may be held by the same person. Any officer may be, but need not be, a director.

5.2 Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors at the first, and thereafter at each annual, meeting of the Board of Directors. If the election of officers shall not be held at any such meeting, such election shall be held as soon thereafter as is practicable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall be duly elected or hereinafter provided.

5.3 Removal and Resignations. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

5.5 Chairman of the Board of Directors. The Chairman of the Board of Directors, if that office be created and filled, may, at the discretion of the Board of Directors, be the chief executive officer of the Corporation and, if such, shall, in general, supervise and control the affairs and business of the Corporation, subject to control by the Board of Directors. The Chairman of the Board shall preside at all meetings of the Members and Board of Directors.

5.6 President. The President, unless a Chairman is appointed and designated chief executive officer pursuant to Section 5.5, shall be the chief executive officer of the Corporation. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members and of the Board of Directors. He or she may sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote at any meetings of shareholders of any corporation in which the Corporation may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Corporation, as owner, would have had and exercised if present. The Board of Directors may confer like powers on any other person or persons.

5.7 Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their election, or in the absence of any designation, then in the order of their election), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any

Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

5.8 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of these By-Laws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman of the Board, the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

5.9 Secretary. The Secretary shall keep the minutes of the Members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal, if any, of the Corporation; keep a register of the mailing address of each Member and director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman of the Board, the President or by the Board of Directors.

5.10 Assistant Treasurers and Assistant Secretaries.

(a) The Assistant Treasurer, if that office be created and filled, shall, if required by the Board of Directors, give bond for the faithful discharge of his or her duty in such sum and with such surety as the Board of Directors shall determine.

(b) The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman of the Board, the President or the Board of Directors.

5.11 Other Officers. Other officers and agents of the Corporation shall have such authority and perform such duties in the management of the Corporation as shall be assigned to them by the Chairman of the Board, the President or the Board of Directors.

5.12 Compensation. The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Corporation.

## ARTICLE VI COMMITTEES

6.1 Appointment of Committees. The Board of Directors may authorize its Chairman or the President to appoint such other committees as it deems desirable.

6.2 Duties. Each committee so appointed in accordance with this Article VI shall receive complaints from the Members with respect to any matter involving the Corporation's activities within such committee's field of responsibility. Each committee shall dispose of such complaints as it deems appropriate or shall refer them to an appropriate director or officer of the Corporation for further review.

## ARTICLE VII ASSESSMENTS

7.1 Definitions. As used in these By-Laws the following terms shall have the following meanings:

(a) "**Annual Assessment**" shall mean the amount of the Annual Assessment levied on each Lot from time to time by the Board of Directors in accordance with the Declaration.

(b) "**Supplemental Assessment**" shall mean the assessment as provided for in Section 4.3(b) of the Declaration.

(c) "**Payment Date(s)**" shall mean the dates set for payment of any assessment by the Board of Directors.

7.2 Payment of Annual Assessments. Annual Assessments shall be payable as follows:

(a) Annual Assessments shall be payable in advance on the Payment Date(s).

(b) If a Lot is sold by the Declarants during a calendar year, the amount of the Annual Assessment for that calendar year shall be prorated in accordance with the Declaration, and the purchaser shall be liable for Assessments only for the portion of the calendar year beginning on the date of purchase of the Lot.

(c) No Member shall be entitled to a refund of any Annual Assessment upon the sale of the Lot.

7.3 Payment of Supplemental Assessments. The Corporation may levy Supplemental Assessments as provided in Section 4.3(b) of the Declaration.

**ARTICLE VIII  
INDEMNIFICATION OF  
DIRECTORS, OFFICERS AND EMPLOYEES**

8.1 Indemnification. The Corporation shall, to the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Nonprofit Corporation Acts, indemnify each director, officer and employee of the Corporation against expenses (including attorneys' fees), judgments, taxes, fines and amounts paid in settlement incurred by such person in connection with, and shall advance expenses (including attorneys' fees) incurred by such person in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such person is, or is threatened to be made, a party by reason of the fact that such person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of an undertaking, with such security, if any, as the Board of Directors may reasonably require, by or on behalf of the person seeking indemnification to repay amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized herein.

8.2 Nonexclusivity of Indemnification. The indemnification provided for by this Article VIII shall not be deemed exclusive of any other rights to which directors, officers or employees of the Corporation may be entitled under any statute, agreement or action of the Board of Directors of the Corporation, or otherwise, and shall continue as to a person who has ceased to be a director, officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

**ARTICLE IX  
CONTRACTS, LOANS,  
CHECKS AND DEPOSITS**

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and execute and deliver any instruments in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

9.2 Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

9.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

9.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited, from time to time, to the credit of the Corporation in such banks, trust companies and other depositories as the Board of Directors may select.

## ARTICLE X MISCELLANEOUS

10.1 Amendments. The Board of Directors shall have the power and authority to alter, amend or repeal these By-Laws by the vote of a majority of the entire Board of Directors.

10.2 Fiscal Year. The Board of Directors shall have the power to fix, and from time to time change, the fiscal year of the Corporation.

10.3 Seal. The Board of Directors may adopt a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the state of incorporation, and the word "SEAL."

10.4 Construction. Unless the context specifically requires otherwise, any reference in these By-Laws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

10.5 Limitations. Notwithstanding any other provision hereof, the Corporation shall take no action contrary to the provisions of the Articles, and if at any time the Corporation is a private foundation or a private operating foundation as such terms are defined in the Internal Revenue Code of 1986, as the same may hereafter be amended ("**Code**"), then the Corporation shall only act as permitted under the Code without subjecting the Corporation to additional taxes imposed under Subchapter A, Chapter 42, Subtitle D of the Code.

The above By-Laws of this Corporation were adopted by the Board of Directors on April 13, 2004.

  
\_\_\_\_\_  
Secretary

**ARTICLES OF INCORPORATION**  
**OF**  
**BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**

The undersigned Incorporator signs these Articles of Incorporation for the purpose of forming a non-profit corporation under Chapter 273 of the Kentucky Revised Statutes.

**ARTICLE I – NAME**

The name of the Corporation is Blankenbaker Station Community Association, Inc. (the "Corporation").

**ARTICLE II – PURPOSES**

The Corporation is organized to transact any lawful business for which corporations may be organized under Chapter 273 of the Kentucky Revised Statutes, and to exercise any powers that corporations may exercise under said Chapter 273.

The Corporation is further organized for the purposes contemplated by that certain Declaration of Covenants, Conditions and Restrictions of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, as amended and supplemented from time to time, (the "Declaration"), and shall act as the "Association" under the Declaration.

**ARTICLE III – DURATION**

The duration of the Corporation shall be perpetual.

**ARTICLE IV – MEMBERSHIP**

The Corporation shall have no capital stock, and shall have two (2) classes of membership, Class A Members and Class B Members, as contemplated by the Declaration and the By-Laws of the Corporation.

**ARTICLE V – REGISTERED OFFICE: REGISTERED AGENT**

The address of the initial registered office, and the name of the initial registered agent, of the Corporation is:

Gregory A. Compton  
3000 National City Tower  
101 S. Fifth Street  
Louisville, Kentucky 40202-3118

**ARTICLE VI – PRINCIPAL OFFICE**

The principal office of the Corporation will be located at 12004 LaGrange Road, Louisville, Kentucky 40207.

**ARTICLE VII – INCORPORATOR**

The name and address of the incorporator of the Corporation is:

Gregory A. Compton  
3000 National City Tower  
101 S. Fifth Street  
Louisville, Kentucky 40202-3118

**ARTICLE VIII – BOARD OF DIRECTORS**

The affairs and business of the Corporation shall be conducted by a Board of Directors of not fewer than 3, nor more than 9, persons as shall be fixed by resolution of the Board of Directors from time to time.

**ARTICLE IX – INITIAL DIRECTORS**

The number of Directors constituting the initial Board of Directors shall be 3. The names and addresses of the persons serving as the initial Directors are:

John P. Hollenbach  
12004 LaGrange Road  
Louisville, Kentucky 40207

Gregory W. Oakley  
12004 LaGrange Road  
Louisville, Kentucky 40207

Louis J. Hollenbach, IV  
12004 LaGrange Road  
Louisville, Kentucky 40207

Such persons shall serve as Directors in accordance with the By-Laws of the Corporation and as contemplated by the Declaration.

**ARTICLE X – NO LIABILITY OF DIRECTORS**

The Directors of the Corporation shall not be liable for any debt or obligation of this Corporation solely by reason of being Directors, nor be liable to the Corporation or its members for monetary damages for breach of his or her duties as a Director.

**ARTICLE XI - INDEMNIFICATION**

Indemnification. The Corporation shall, to the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Nonprofit Corporation Acts, indemnify each director, officer and employee of the Corporation against expenses (including attorneys' fees), judgments, taxes, fines and amounts paid in settlement incurred by such person in connection with, and shall advance expenses (including attorneys' fees) incurred by such person in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such person is, or is threatened to be made, a party by reason of the fact that such person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of an undertaking, with such security, if any, as the Board of Directors may reasonably require, by or on behalf of the person seeking indemnification to repay amounts advanced

if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized herein.

Nonexclusivity of Indemnification. The indemnification provided for by this Article XI shall not be deemed exclusive of any other rights to which directors, officers or employees of the Corporation may be entitled under any statute, agreement or action of the Board of Directors of the Corporation, or otherwise, and shall continue as to a person who has ceased to be a director, officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

**ARTICLE XII – BY-LAWS**

The Corporation's Board of Directors may adopt and amend By-Laws for the Corporation.

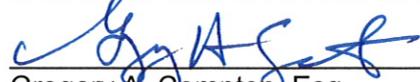
**ARTICLE XIII – SEVERABILITY**

If any provision of these Articles of Incorporation or the application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of these Articles of Incorporation that can be given effect without the invalid provision or application, and to this end, the provisions of these Articles of Incorporation are severable.

**IN WITNESS WHEREOF**, said incorporator subscribes his name and acknowledges this to be his act and deed this the 7th day of April, 2004.

  
\_\_\_\_\_  
Gregory A. Compton, Incorporator

THIS INSTRUMENT PREPARED BY:

  
\_\_\_\_\_  
Gregory A. Compton, Esq.  
GOLDBERG & SIMPSON, P.S.C.  
3000 National City Tower  
Louisville, Kentucky 40202  
(502) 589-4440

Articles Blank Stn Comm Assn 040704

Document No.: DN2004065836  
Lodged By: GOLDBERG & SIMPSON  
Recorded On: 04/20/2004 02:37:37  
Total Fees: 9.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: TERHIG

END OF DOCUMENT

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the 5<sup>th</sup> day of February, 2004, by (i) PINNACLE PARTNERS/TSF PROPERTIES, a Kentucky joint venture with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "Joint Venture"), and comprising (a) PINNACLE PARTNERS, LLC, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("PP LLC"), and (b) T.S.F. PROPERTIES, LLC, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("TSF LLC"), (ii) PINNACLE PARTNERS, LLC and T.S.F. PROPERTIES, LLC (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the "Declarants"), (iii) HOLLENBACH-OAKLEY, LLC, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "Developer"), and (iv) CECELIA S. KNIGHT, a married individual with address of 606 Woodlake Drive, Louisville, Kentucky 40245 (the "Annexing Owner"), whose spouse, C. Bert Knight, joins herein as hereinafter set forth.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park dated as of ~~December~~ 8375, 2004, of record in Deed Book 750, Page 750, in the Office of the Clerk of Jefferson County, Kentucky (the "Declaration"), the Declarants, inter alia, imposed and reserved certain covenants, conditions, restrictions, reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the "Park").

B. Pursuant to Section 1.2 of the Declaration, the Declarants and Developer reserved the right to annex additional real property to the Park, and to impose the Declaration upon such annexed real property.

C. Annexing Owner is the owner of certain real property adjacent to the Park, and Declarants, Developer and Annexing Owner desire to annex and incorporate such real property to and within the Park, and to subject such real property to the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer and Annexing Owner hereby declare as follows:

1. **Annexation.** Declarants, Developer and Annexing Owner hereby declare that the real property more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Annexed Property"), shall be annexed into the Park and shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration, as amended from time to time in accordance with the terms thereof.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with the Annexed Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Property", the same shall be deemed to include a reference to the Annexed Property described on **Exhibit A** to this Annexation, as well as a reference to the real property initially designated as the "Property" in the Declaration, and in any annexations, amendments and supplements to the Declaration.

45646  
3-18-04

WITNESS the signatures of the parties hereto as of the day, month and year first above written.

**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,  
a Kentucky joint venture**

**By: Pinnacle Partners, LLC, a Kentucky  
limited liability company, Managing  
Venturer**

By: *John P. Hollenbach*  
John P. Hollenbach  
Managing Member

**PINNACLE PARTNERS, LLC, a Kentucky limited  
liability company**

By: *John P. Hollenbach*  
John P. Hollenbach  
Managing Member

**T.S.F. PROPERTIES, LLC, a Kentucky limited  
liability company**

By: *John L. Schutte*  
JOHN L. SCHUTTE  
Title: MEMBER

**DEVELOPER:**

**HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company**

By: *John P. Hollenbach*  
Title: Member

**ANNEXING OWNER:**

*Cecelia S. Knight*  
**CECELIA S. KNIGHT**

The undersigned, **C. Bert Knight**, husband of the Annexing Owner, joins herein and subjects his entire right, title and interest in and to the Annexed Property to this Annexation and the terms and provisions of the Declaration:

*C. Bert Knight*  
**C. BERT KNIGHT**

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF JEFFERSON           )SS:

Acknowledged before me this 5<sup>th</sup> day of February, 2004, by John P. Hollenbach as Managing Member of Pinnacle Partners, LLC, a Kentucky limited liability company and Managing Venturer of Pinnacle Partners/TSF Properties, a Kentucky joint venture, for and on behalf of said limited liability company, and on behalf of said venture, both as Declarants herein.

[Seal]  
My commission expires: 6-12-07

*Marilyn G. Loney*  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 5<sup>th</sup> day of February, 2004, by John L Schatt  
as Member of T.S.F. Properties, LLC, a Kentucky limited liability company,  
for and on behalf of said limited liability company, as a Declarant herein.

[Seal]  
My commission expires: 6-12-07

Marilyn F Loney  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 5<sup>th</sup> day of February, 2004, by John P. Hollenbach as  
Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and  
on behalf of said limited liability company, as Developer herein.

[Seal]  
My commission expires: 6-12-07

Marilyn F Loney  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 5<sup>th</sup> day of February, 2004, by Cecelia S. Knight and  
C. Bert Knight.

[Seal]  
My commission expires: 6-12-07

Marilyn F Loney  
Notary Public

This instrument prepared by:  
Greg A Compton / s  
**GREGORY A. COMPTON, ESQ.**  
GOLDBERG & SIMPSON, P.S.C.  
3000 National City Tower  
Louisville, Kentucky 40202  
Phone: 502.589.4440  
Email: [Gcompton@gsatty.com](mailto:Gcompton@gsatty.com)

**Exhibit List:**  
**Exhibit A - Description of Annexed Property**  
**Exhibit B - Drawing**

*re record*  
Document No.: DN2004057934  
Lodged By: goldberg & simpson  
Recorded On: 04/07/2004 11:23:59  
Total Fees: 15.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: YOLLOGE

EXHIBIT "A"

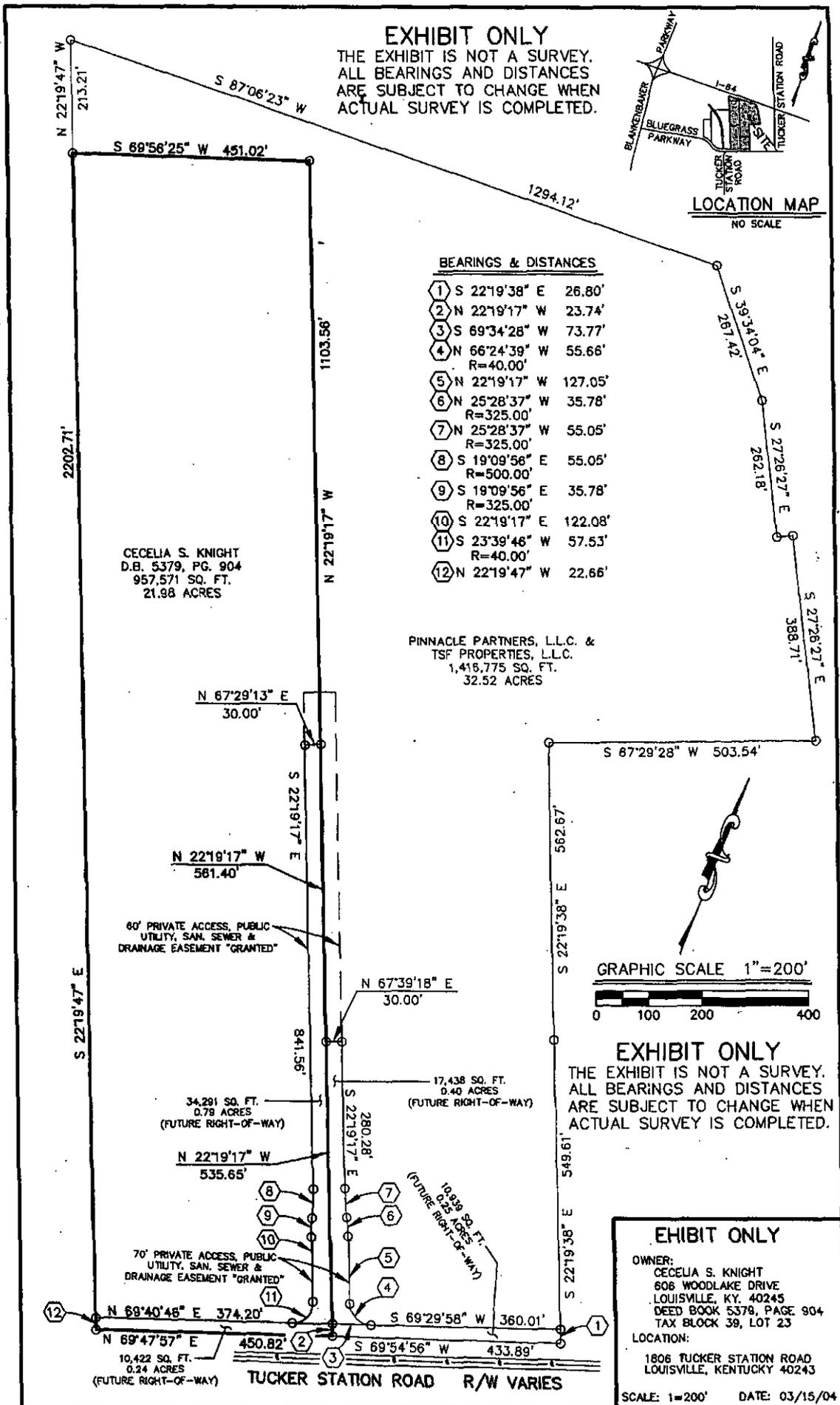
BEGINNING at a stone, corner of William M. Swann and in Albert Tucker's line; thence South 70 degrees West 27.3 rods to a stone in Tucker's line and corner to J.R. Blankenbaker; thence with his line North 20 degrees West 134.8 rods to a stone; thence North 70 degrees East 27.3 rods to a stone in William Swann's line; thence with his line South 20 degrees East, 134.8 rods to the beginning.

BEING the same property conveyed to Cecilia S. Knight by Chester Elbert Knight by Deed dated September 7, 1983 and recorded in Deed Book 5047, Page 659 in the Office of the County Clerk of Jefferson County, Kentucky and being the same property as depicted on the drawing attached hereto as Exhibit B.

Document No.: DN2004045647  
Lodged By: goldberg & simpson  
Recorded On: 03/16/2004 03:38:30  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: YOLLO62

EXHIBIT B

[Attach Description of Annexed Property]



END OF DOCUMENT

**SECOND SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made, declared, and imposed as of the 18 day of April, 2007 by (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Joint Venture**"), and comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("**PP LLC**"), and (b) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("**TSF LLC**"), (ii) **PINNACLE PARTNERS, LLC** and **T.S.F. PROPERTIES, LLC** (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the "**Declarants**"), (iii) **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Developer**"), (iv) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation, P. O. Box 7368, Louisville, Kentucky 40257 (the "**POA**"), and (v) **HOSTS DEVELOPMENT, LLC.**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Annexing Owner**").

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky as previously amended by Supplemental Declaration dated February 5, 2004 of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760, in the Clerk's office aforesaid (together herein the "**Declaration**"), the Declarants, *inter alia*, imposed and reserved certain covenants, conditions, restrictions, reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the "**Park**").

**B.** Pursuant to Section 1.3 of the Declaration, the Declarants and Developer, owners of Lots within the Park and areas annexed to the Park (herein the "**Property**"), and the POA, reserved the right from time to time to record supplemental declarations as further described in the Declaration.

**C.** For purposes of this Supplemental Declaration, the "POA" joins as representative of the Lot Owners and as owner of the Common Areas of the Park.

**D.** Pursuant to Section 1.2 of the Declaration, the Declarants and the Developer reserved the right to annex additional real property to the Park, and to impose the Declaration upon such annexed real property.

**E.** Annexing Owner and Developer are each owners of certain real property adjacent to the Park, and Declarants, Developer, the POA and Annexing Owner desire to annex and incorporate such real property to and within the Park, and to subject such annexed real property to the Declaration.

**F.** The Declarants, the Developer, the POA and the Annexing Owner find that parking along the streets and roadways of the Park may result in a hazard to vehicular and pedestrian traffic within the Park and that various Lot Owners, their guests and customers are not appropriately utilizing the off-street parking which Lot Owners are required to provide.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer, the POA and the Annexing Owner hereby declare as follows:

**1. Annexation.** Declarants, the Developer, the POA and the Annexing Owner hereby declare that the real property more particularly described on **Exhibit A and Exhibit B** attached hereto and made a part hereof (the "**Annexed Property**"), shall be annexed into the Park and shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration, as amended herein and from time to time in accordance with the terms thereof.

**2. Street Parking.** The use of the streets and roadways within the Park, which are publicly dedicated or within non-exclusive access easements, for parking by Lot Owners, their agents, employees, customers and clients is strictly prohibited, except where a specific exception has been made by the POA or the Developer on a case-by-case basis and within the sole discretion thereof. Areas wherein construction and similar activities are being undertaken on a Lot may be granted an exception where the POA and/or the Developer find it is impractical for construction equipment and vehicles to park off-street on the property under construction or development. Otherwise, street parking is limited to employees, contractors and agents of the POA and/or the Developer while performing maintenance, construction and similar activities required or allowed under the Declaration or relative to Developer's activities in developing, and the POA's activities in maintaining, the Park. If a Lot Owner wishes a limited exception for a temporary period it may request such exception from the POA whose decision in the matter shall be at its discretion and final.

**3. Definitions.** Whenever reference is made in the Declaration to the term "property" or "real property", the same shall be deemed to include a reference to the Annexed Property described on **Exhibit A** to this Annexation, as well as a reference to the real property initially designated as the "**Property**" in the Declaration, and in any annexations, amendments and supplements to the Declaration.

4. **Survival.** Except as amended hereunder, the restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with the land incorporated within the Park and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

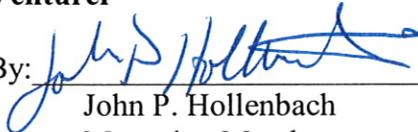
5. **Effective Date.** This Supplemental Declaration shall be effective as of the 18<sup>th</sup> day of April, 2007.

WITNESS the signatures of the parties hereto as of the day, month and year first above written.

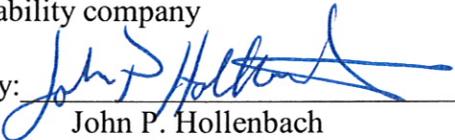
**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,  
a Kentucky joint venture**

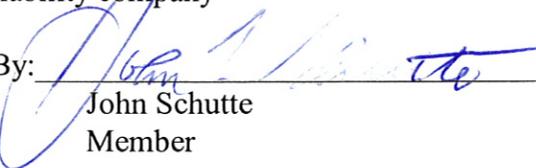
**By: Pinnacle Partners, LLC, a Kentucky  
limited liability company, Managing  
Venturer**

By:   
John P. Hollenbach  
Managing Member

**PINNACLE PARTNERS, LLC, a Kentucky limited  
liability company**

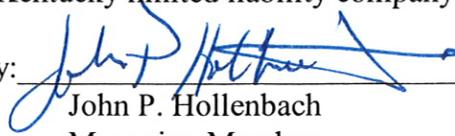
By:   
John P. Hollenbach  
Managing Member

**T.S.F. PROPERTIES, LLC, a Kentucky limited  
liability company**

By:   
John Schutte  
Member

**DEVELOPER:**

**HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company**

By:   
John P. Hollenbach  
Managing Member



COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18 day of April, 2007, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Developer herein.

My commission expires: July 12, 2008

[Seal]

*Aria Brooks*  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18 day of April, 2007, by John P. Hollenbach as Managing Member of HOSTS Development, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company as Annexing Owner herein.

My commission expires: July 12, 2008

*Aria Brooks*  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18 day of April, 2007, by John P. Hollenbach as Director of Blankenbaker Station Community Association, Inc., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: July 12, 2008

*Aria Brooks*  
Notary Public

This instrument prepared by:



**GREGORY A. COMPTON, ESQ.**

MIDDLETON REUTLINGER, P.S.C.

4965 U.S. Highway 42

Suite 2800

Louisville, Kentucky 40222

Phone: 502.625.2862

Email: [gcompton@middreut.com](mailto:gcompton@middreut.com)

Exhibit A  
LEGAL DESCRIPTION  
HOSTS DEVELOPMENT, LLC TRACTS

Being a consolidation of twelve tracts of land located west of Tucker Station Road and North of Rehl Road in Jefferson County, Kentucky and being more particularly described as follows:

Beginning at a found iron pin with plastic cap stamped "1845", said pin lying in the east right of way line of Tucker Station Road and being the southernmost corner of a tract of land conveyed to English Crossing, LLC, of record in Deed Book 8958, Page 163 in the Office of the Clerk of Jefferson County, Kentucky; Thence, leaving said Tucker Station Road and running with said English Crossing, LLC the following five calls: North 77°16'00" East, 167.85 feet to a found iron pin with plastic cap stamped "1845"; Thence, North 06°42'28" West, 51.70 feet to a found iron pin with plastic cap stamped "1845"; Thence, North 40°26'21" East, 439.91 feet to a found 1/2" rebar with yellow plastic cap stamped "BENTLEY 3697" (found rebar henceforth); Thence, North 11°26'12" West, 334.69 feet to a found rebar; Thence, South 68°18'37" West, 664.50 feet to a found iron pin with plastic cap stamped "1845", said iron pin lying in the east right of way line of said Tucker Station Road; Thence, with said Tucker Station Road, North 20°58'52" West, 30.00 feet to a found rebar, said found rebar lying in the south line of a tract of land conveyed to Edwin C. Jr. and Joanne P. Weis, of record in Deed Book 4509, Page 70 in the Clerk's Office aforesaid; Thence, leaving said Tucker Station Road and running with said Weis, North 68°18'37" East, 170.26 feet to a found rebar; Thence, running with the east line of said Weis and the following four tracts: another tract of land conveyed to said Weis, of record in Deed Book 4509, page 68, a tract of land conveyed to Richard Keith Aldren, of record in Deed Book 6803, Page 82, a tract of land conveyed to William G. Jr. and Carolyn Howard, of record in Deed Book 3990, Page 287, a tract of land conveyed to Milton E. Jr. and Sydney W. Gardner, of record in Deed Book 6825, Page 81, all in the Clerk's Office aforesaid, North 21°11'53" West, 435.12 feet to a set 1/2" rebar with yellow plastic cap stamped "BENTLEY 3697" (set rebar henceforth); Thence, running with north line of said Gardner, South 73°03'19" West, 210.50 feet to a set rebar, said rebar lying in the east line of said Tucker Station right of way; Thence, running with said right of way the following 25 calls: North 21°17'20" West, 8.31 feet to a set rebar; Thence, N 16°52'20" West, 67.39 feet to a set rebar; Thence, North 16°52'20" West, 61.34 feet to a set rebar; Thence, North 73°13'07" East, 35.68 feet to a found rebar; Thence, North 16°23'05" West, 153.73 feet to a found rebar; Thence, North 15°56'42" West, 110.07 feet to a found rebar; Thence, North 18°10'02" West, 35.22 feet to a found rebar; Thence, North 20°27'40" West, 82.41 feet to a found rebar; Thence, North 22°26'45" West, 174.88 feet to a found rebar; Thence, North 21°00'09" West, 315.53 feet to a set rebar; Thence, North 21°02'29" West, 9.27 feet to a set rebar; Thence, North 18°09'35" West, 45.65 feet to a set rebar; Thence, North 14°13'39" East, 17.74 feet to a set rebar; Thence, North 14°53'09" West, 177.16 feet to a set rebar; Thence, with a curve turning to the left, with an arc length of 78.78 feet, a radius of 1453.16 feet, a chord bearing of North 16°29'25" West, and a chord length of 78.78 feet to a found rebar; Thence, with a curve turning to the left, with an arc length of 128.35 feet, a radius of 1453.16 feet, a chord bearing of North 20°34'26" West, and a chord length of 128.30 feet to a found rebar; Thence, North 26°29'36" West, 169.15 feet to a found concrete right of way monument; Thence, North 23°17'40" West, 26.32 feet to a found rebar; Thence, North 23°11'20" West, 60.42 feet to a found rebar, said; Thence, with a curve turning to the right, with an arc length of 48.29 feet, a radius of 30.00 feet, a chord bearing of North 22°55'16" East, and a chord length of 43.24 feet to a found rebar; Thence, North 69°01'52" East, 32.79 feet to a found rebar; Thence, North 70°59'11" East, 102.78 feet to a found rebar; Thence, North 70°14'16" East, 68.20 feet to a found rebar; Thence, North 20°18'28" West, 38.58 feet to a found rebar; Thence, North 69°40'55" East, 300.00 feet to a set rebar, said

LEGAL DESCRIPTION  
HOSTS DEVELOPMENT, LLC TRACTS

rebar lying in the west line of a tract of land conveyed to Brian L. and Annette C. Whitcomb, of record in Deed Book 6947, Page 245 in the Clerk's Office aforesaid; Thence, leaving said Tucker Station Road and running with said Whitcomb, South 20°18'28" East, 210.25 feet to a found iron pin with cap stamped "2975" inside a 3" pipe, said pipe being a common corner with a tract of land conveyed to LRH Family, LLC, of record in Deed Book 6995, Page 688 in the Clerk's Office aforesaid; Thence, with said LRH Family, LLC the following six calls: Thence, South 20°19'14" East, 1216.14 feet to a found rebar; Thence, North 89°39'05" East, 601.64 feet to a found rebar; Thence, North 48°08'15" East, 513.56 feet to a found rebar; Thence, North 67°54'18" East, 289.37 feet to a found rebar, said rebar lying in the line of a tract of land conveyed to LRH Family, LLC, of record in Deed Book 6995, Page 688 in the Clerk's Office aforesaid; Thence, with last mentioned tract of LRH Family, LLC the following four calls: North 67°54'18" East, 111.14 feet to a found rebar; Thence, North 86°01'49" East, 1132.28 feet to a found rebar; Thence, South 30°01'24" East, 2806.23 feet to a found 12" wooden post, said post being the northeast corner of a tract of land conveyed to Thomas L. and Rebecca E. Garrity, of record in Deed Book 8012, Page 994 in the Clerk's Office aforesaid; Thence, leaving line of said LRH Family, LLC and running with said Garrity, South 23°27'13" East, 806.97 feet to a found rebar in the north line of Rehl Road; Thence, leaving said Garrity and running with said Rehl Road the following six calls: South 65°36'41" West, 475.36 feet to a found rebar; Thence, South 65°23'19" West, 251.75 feet to a found rebar; Thence, South 66°35'44" West, 207.42 feet to a found rebar; Thence, with a curve turning to the left, with an arc length of 125.91 feet, a radius of 330.00 feet, a chord bearing of South 57°24'39" West, and a chord length of 125.15 feet to a found rebar; Thence, South 23°17'38" East, 15.69 feet to a found rebar; Thence, South 65°57'57" West, 64.84 feet to a found rebar, said rebar lying in the east line of a tract of land conveyed to Gregg A. and Sylvia Rogers, of record in Deed Book 5784, Page 542 in the Clerk's Office aforesaid; Thence, running with said Rogers, North 23°17'35" West, 565.75 feet to a found rebar; Thence, running with said Rogers and the following two tracts: a tract of land conveyed to David L. and Julie A. Meredith, of record in Deed Book 8745, Page 640, a tract of land conveyed to John A. Hayes, of record in Deed Book 5775, Page 286, both in the Clerk's Office aforesaid, South 66°31'32" West, 440.43 feet to a found 5/8" rebar, said rebar being the northeast corner of a tract of land conveyed to the Pattie B. Read Revocable Trust, of record in Deed Book 8161, Page 771 in the Clerk's Office aforesaid; Thence, running with said Read Trust, South 66°16'31" West, 204.34 feet to a found 1/2" pipe, said pipe being the northeast corner of a tract of land conveyed to Wallace W. and Janet A. Backman, of record in Deed Book 7218, Page 333 in the Clerk's Office aforesaid; Thence, running with said Backman, South 66°10'17" West, 324.16 feet to a found 1" pipe at a post, said pipe lying in the east line of a tract of land conveyed to David W. and Eileen Kaelin, of record in Deed Book 5646, Page 486 in the Clerk's Office aforesaid; Thence, with said Kaelin, North 19°46'01" West, 346.68 feet to a found 8" wooden post, said post being the southeast corner of another tract of land conveyed to David W. and Eileen Kaelin, of record in Deed Book 5578, Page 55 in the Clerk's Office aforesaid; Thence, running with last mentioned Kaelin tract the following two calls: North 21°27'56" West, 186.18 feet to a found iron pin with cap (illegible); Thence, North 21°25'43" West, 372.90 feet to a found wooden post, said post being the southeast corner of a tract of land conveyed to Teresa S. and David Kaelin, of record in Deed Book 7439, Page 311 in the Clerk's Office aforesaid; Thence, running with last mention Kaelin the following three calls: North 20°54'06" West, 194.49 feet to a found iron pin with plastic cap stamped "3504"; Thence, North 20°57'17" West, 606.44 feet to a found stone (12" x 5" x 8" high); Thence, South 68°49'49" West, 1436.67 feet to a found rebar in the east right of way line of said Tucker Station Road;

LEGAL DESCRIPTION  
HOSTS DEVELOPMENT, LLC TRACTS

Thence, leaving line of last mentioned Kaelin and running with said Tucker Station Road the following three calls: North 23°35'04" West, 329.56 feet to a found iron pin with plastic cap stamped "1845"; Thence, North 39°00'57" East, 40.63 feet to a found rebar; Thence, North 16°08'32" West, 68.23 feet to the point of beginning, having an area of 221.644 acres or 9654827.9 square feet.

Being the same property conveyed to Hosts Development, LLC, of record in Deed dated November 15, 2004 in Deed Book 8526, Page 551 in the Office of the Clerk of Jefferson County, Kentucky.

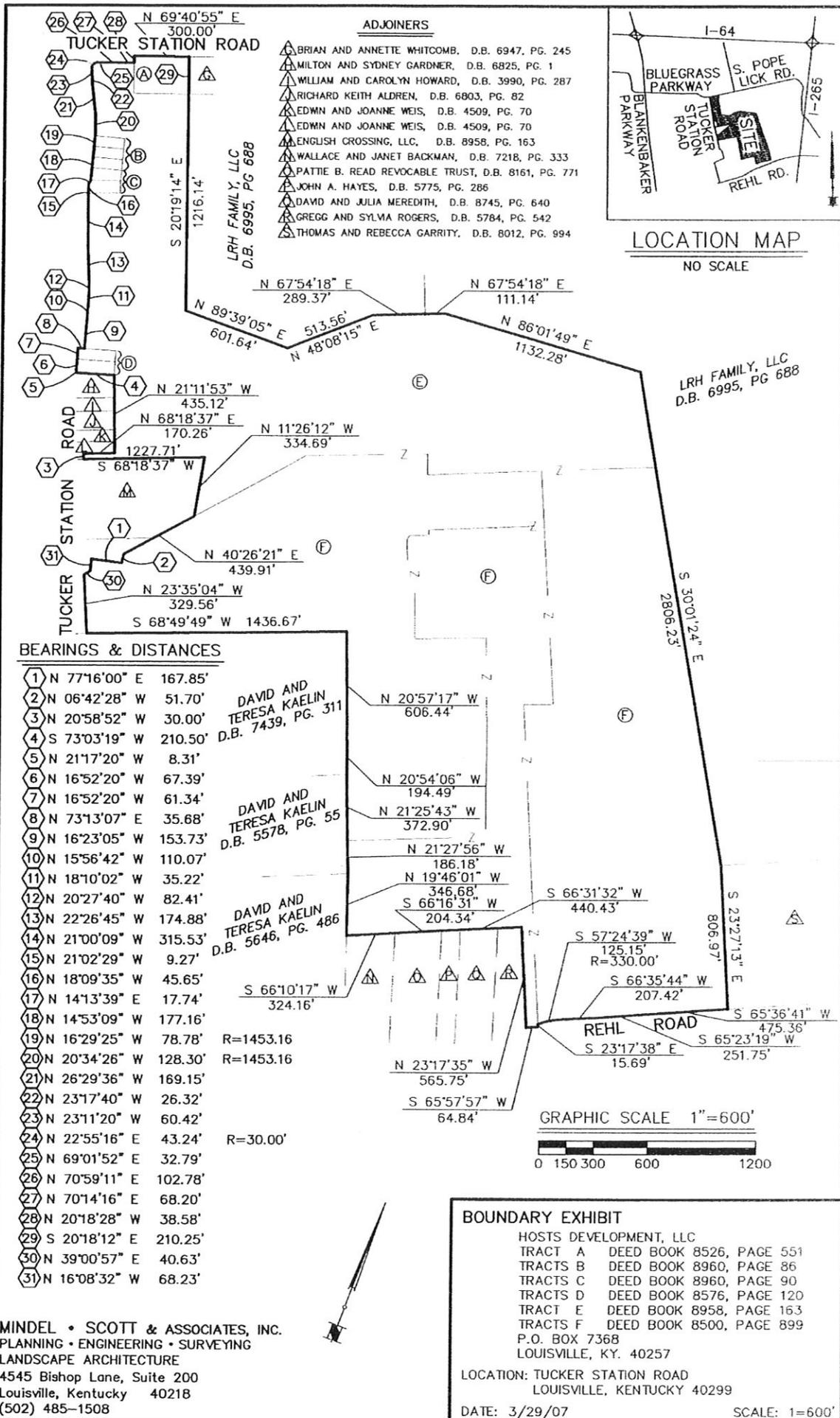
Being the same property conveyed to Hosts Development, LLC, of record in Deed dated December 21, 2006 in Deed Book 8960, Page 86 in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property conveyed to Hosts Development, LLC, of record in Deed dated December 27, 2006 in Deed Book 8960, Page 90 in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property conveyed to Hosts Development, LLC, of record in Deed dated February 23, 2005 in Deed Book 8576, Page 120 in the Office of the Clerk of Jefferson County, Kentucky.

Being Residual Tract 1 of Minor Plat Docket 247-06, approved by the Louisville Metro Planning Commission on December 13, 2006, attached and made a part of Deed Book 8958, Page 163 in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property conveyed to Hosts Development, LLC, of record in Deed dated October 7, 2004 in Deed Book 8500, Page 899 in the Office of the Clerk of Jefferson County, Kentucky.



**EXHIBIT B**

BEING Residual Tract 1 and Tract 1A as shown on the minor subdivision plat approved by the Louisville and Jefferson County Planning Commission on April 14, 1998, as Docket No. 109-98, attached to and incorporated within that certain Deed dated April 14, 1998, of record in Deed Book 7025, Page 0610, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Hollenbach-Oakley, LLC by Deed dated April 27, 2005, of record in Deed Book 8614, Page 754, in the Office of the Clerk of Jefferson County, Kentucky.

Document No.: DN2007066389  
Lodged By: TINA  
Recorded On: 04/25/2007 10:17:15  
Total Fees: 37.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: TERHIG

END OF DOCUMENT

**THIRD SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

**THIS THIRD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“**Declaration**”) is made, declared and imposed as of the 30<sup>th</sup> day of January, 2009, by (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**Joint Venture**”), and comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**PP LLC**”), and (b) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**TSF LLC**”), (ii) **PINNACLE PARTNERS, LLC** and **T.S.F. PROPERTIES, LLC** (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the “**Declarants**”), (iii) **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**Developer**”), (iv) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**POA**”), and (v) **HOSTS DEVELOPMENT, LLC.**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**HOSTS**”).

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386 Page 728, in the Office of the Clerk of Jefferson County, Kentucky as previously amended by Supplemental Declaration dated February 5, 2004, of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760, in the Clerk’s office aforesaid, and as amended by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions dated April 18, 2007 (the “**Second Supplemental Declaration**”), of record in Deed Book 9024, Page 521 in the Clerk’s office aforesaid (together herein the “**Declaration**”), the Declarants, *inter alia*, imposed and reserved certain covenants, conditions, restrictions reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the “**Park**”).

B. Pursuant to Section 1.3 of the Declaration, the Developer, and the Declarants and HOSTS as owners of Lots within the Park and areas annexed to the Park (herein the “**Property**”), reserved the right from time to time to record supplemental declarations and to otherwise amend the Declaration as provided in the Declaration.

C. The Metro Louisville Planning Commission (the “**Planning Commission**”) imposed certain Binding Elements upon the Park in connection with the rezoning and development plan approval thereof, which Declarants, Developer and HOSTS desire to set forth in the Declaration as binding upon all owners of Lots in the Park.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer, the POA and HOSTS hereby declare as follows:

1. Declaration. The Property, including the real property more particularly described on Exhibit A and Exhibit B attached to the Second Supplemental Declaration, shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration, as amended herein and as otherwise amended from time to time in accordance with the terms thereof, the provisions of which Declaration shall be deemed to be covenants running with the land.

2. Addition of Section 6.8. A new Section 6.8 shall be added to the Declaration as required by Planning Commission binding element as set forth in the minutes of Planning Commission Docket # 9-67-05. Where other provisions of the Declaration may address these same issues, these following provisions shall supplement those provisions and further explain them. Where other provisions of the Declaration may conflict with the added provisions set forth below, any conflict shall be resolved in favor of the provision below:

- (a) Existing natural vegetation, with enhancements where necessary, are preferred over replanting in landscape buffer areas; in open areas, native grasses and heavy vegetation are encouraged; and the need for mowing and maintenance can be minimized by this practice.
- (b) Sidewalks along scenic corridor shall be dark in color and meandering in nature.
- (c) Bicycle paths shall be provided, where possible, on perimeter and internal streets.
- (d) Except for security fencing where required as a consequence of the nature of a particular business, three or four-board "horse fencing" shall be encouraged where fencing is utilized, and such horse fencing shall be required along Tucker Station Road.
- (e) Except for landscape and accent lighting, all exterior lighting, whether freestanding or attached, and whether on building lots or along streets or in common areas, shall be fully shielded, shall utilize flat lenses, and shall be pointed directly to the ground.
- (f) Blinds or other window treatments shall be required on all building windows in order to increase the likelihood that night lighting will be eliminated or diminished by virtue of blinds and window treatments that may be closed during evening hours.
- (g) There shall be no outdoor music (live, piped, radio or amplified) or outdoor entertainment or outdoor PA system audible beyond the property line or permitted on the site.
- (h) The Park shall include a property owners association to maintain roads, common areas, fences, streams and vegetation within common areas of the development and an architectural review committee to review building designs.

(i) Park design standards shall be as set forth in the public hearing Master Plan documents booklet reviewed at the March 23, 2006 Planning Commission public hearing.

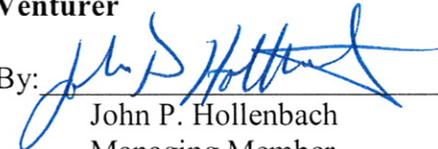
4. Miscellaneous. Except as amended hereunder, the restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration, as previously amended, shall run with the land incorporated within the Park and made subject thereto, and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

**IN WITNESS WHEREOF**, to indicate their understanding of and agreement to the provisions hereof, the undersigned have executed this instrument as of the day, month and year first above written.

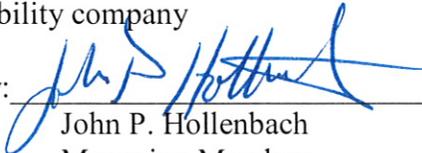
**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,  
a Kentucky joint venture**

**By: Pinnacle Partners, LLC, a Kentucky  
limited liability company, Managing  
Venturer**

By:   
\_\_\_\_\_  
John P. Hollenbach  
Managing Member

**PINNACLE PARTNERS, LLC, a Kentucky limited  
liability company**

By:   
\_\_\_\_\_  
John P. Hollenbach  
Managing Member

**T.S.F. PROPERTIES, LLC, a Kentucky limited  
liability company**

By:   
\_\_\_\_\_  
John Schutte  
Member

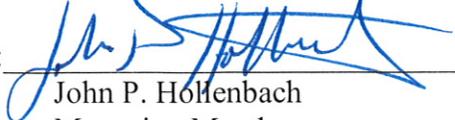
**DEVELOPER:**

**HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company**

By:   
\_\_\_\_\_  
John P. Hollenbach  
Managing Member

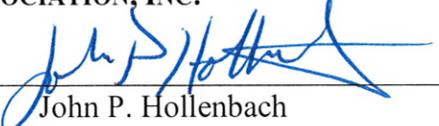
HOSTS:

HOSTS DEVELOPMENT, LLC

By:   
John P. Hollenbach  
Managing Member

POA:

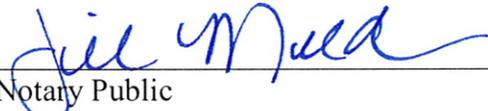
BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.

By:   
John P. Hollenbach  
President

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of Pinnacle Partners, LLC, a Kentucky limited liability company and Managing Venturer of Pinnacle Partners/TSF Properties, a Kentucky joint venture, for and on behalf of said limited liability company, and on behalf of said venture, both as Declarants herein.

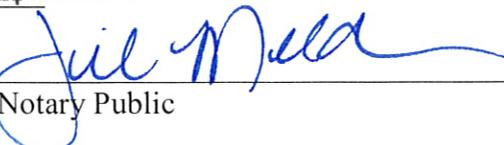
My commission expires: **Notary Public, State at Large, KY**  
**My commission expires June 6, 2010**

  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John Schutte as Member of T.S.F. Properties, LLC, a Kentucky limited liability company, for and on behalf of said company, as a Declarant herein.

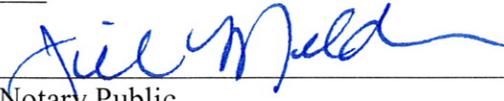
My commission expires: **Notary Public, State at Large, KY**  
**My commission expires June 6, 2010**

  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said company, as Developer herein.

My commission expires: Notary Public, State at Large, KY  
My commission expires June 5, 2010

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

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of HOSTS Development, LLC, a Kentucky limited liability company, for and on behalf of said company.

My commission expires: Notary Public, State at Large, KY  
My commission expires June 5, 2010

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

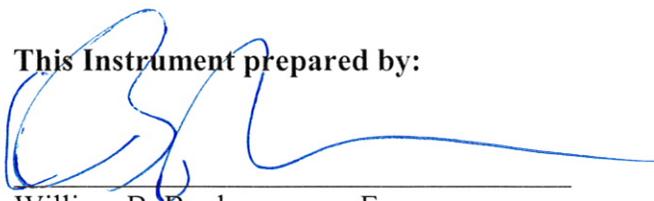
COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as President of Blankenbaker Station Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: Notary Public, State at Large, KY  
My commission expires June 5, 2010

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

**This Instrument prepared by:**



---

William B. Bardenwerper, Esq.  
Bardenwerper Talbott & Roberts, PLLC  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688  
(502) 425-0561 fax

Blankenbaker Stn 3rd Supp CCR's\_011209

**THIRD SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

**THIS THIRD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“**Declaration**”) is made, declared and imposed as of the 30<sup>th</sup> day of January, 2009, by (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**Joint Venture**”), and comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**PP LLC**”), and (b) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**TSF LLC**”), (ii) **PINNACLE PARTNERS, LLC** and **T.S.F. PROPERTIES, LLC** (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the “**Declarants**”), (iii) **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**Developer**”), (iv) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (the “**POA**”), and (v) **HOSTS DEVELOPMENT, LLC**, a Kentucky limited liability company with address of 11855 Commonwealth Drive, Suite A, Louisville, Kentucky 40257 (“**HOSTS**”).

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386 Page 728, in the Office of the Clerk of Jefferson County, Kentucky as previously amended by Supplemental Declaration dated February 5, 2004, of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760, in the Clerk’s office aforesaid, and as amended by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions dated April 18, 2007 (the “**Second Supplemental Declaration**”), of record in Deed Book 9024, Page 521 in the Clerk’s office aforesaid (together herein the “**Declaration**”), the Declarants, inter alia, imposed and reserved certain covenants, conditions, restrictions reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the “**Park**”).

B. Pursuant to Section 1.3 of the Declaration, the Developer, and the Declarants and HOSTS as owners of Lots within the Park and areas annexed to the Park (herein the “**Property**”), reserved the right from time to time to record supplemental declarations and to otherwise amend the Declaration as provided in the Declaration.

C. The Metro Louisville Planning Commission (the “**Planning Commission**”) imposed certain Binding Elements upon the Park in connection with the rezoning and development plan approval thereof, which Declarants, Developer and HOSTS desire to set forth in the Declaration as binding upon all owners of Lots in the Park.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer, the POA and HOSTS hereby declare as follows:

1. Declaration. The Property, including the real property more particularly described on Exhibit A and Exhibit B attached to the Second Supplemental Declaration, shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration, as amended herein and as otherwise amended from time to time in accordance with the terms thereof, the provisions of which Declaration shall be deemed to be covenants running with the land.

2. Addition of Section 6.8. A new Section 6.8 shall be added to the Declaration as required by Planning Commission binding element as set forth in the minutes of Planning Commission Docket # 9-67-05. Where other provisions of the Declaration may address these same issues, these following provisions shall supplement those provisions and further explain them. Where other provisions of the Declaration may conflict with the added provisions set forth below, any conflict shall be resolved in favor of the provision below:

- (a) Existing natural vegetation, with enhancements where necessary, are preferred over replanting in landscape buffer areas; in open areas, native grasses and heavy vegetation are encouraged; and the need for mowing and maintenance can be minimized by this practice.
- (b) Sidewalks along scenic corridor shall be dark in color and meandering in nature.
- (c) Bicycle paths shall be provided, where possible, on perimeter and internal streets.
- (d) Except for security fencing where required as a consequence of the nature of a particular business, three or four-board "horse fencing" shall be encouraged where fencing is utilized, and such horse fencing shall be required along Tucker Station Road.
- (e) Except for landscape and accent lighting, all exterior lighting, whether freestanding or attached, and whether on building lots or along streets or in common areas, shall be fully shielded, shall utilize flat lenses, and shall be pointed directly to the ground.
- (f) Blinds or other window treatments shall be required on all building windows in order to increase the likelihood that night lighting will be eliminated or diminished by virtue of blinds and window treatments that may be closed during evening hours.
- (g) There shall be no outdoor music (live, piped, radio or amplified) or outdoor entertainment or outdoor PA system audible beyond the property line or permitted on the site.
- (h) The Park shall include a property owners association to maintain roads, common areas, fences, streams and vegetation within common areas of the development and an architectural review committee to review building designs.

(i) Park design standards shall be as set forth in the public hearing Master Plan documents booklet reviewed at the March 23, 2006 Planning Commission public hearing.

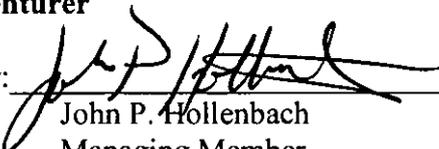
4. Miscellaneous. Except as amended hereunder, the restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration, as previously amended, shall run with the land incorporated within the Park and made subject thereto, and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

**IN WITNESS WHEREOF**, to indicate their understanding of and agreement to the provisions hereof, the undersigned have executed this instrument as of the day, month and year first above written.

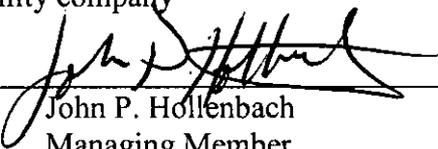
**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,  
a Kentucky joint venture**

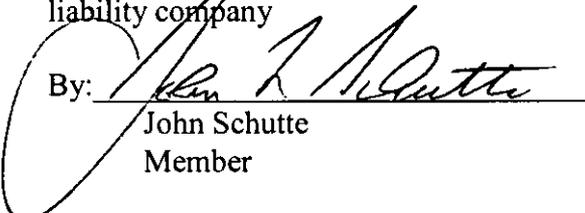
**By: Pinnacle Partners, LLC, a Kentucky  
limited liability company, Managing  
Venturer**

By:   
John P. Hollenbach  
Managing Member

**PINNACLE PARTNERS, LLC, a Kentucky limited  
liability company**

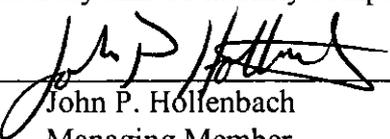
By:   
John P. Hollenbach  
Managing Member

**T.S.F. PROPERTIES, LLC, a Kentucky limited  
liability company**

By:   
John Schutte  
Member

**DEVELOPER:**

**HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company**

By:   
John P. Hollenbach  
Managing Member

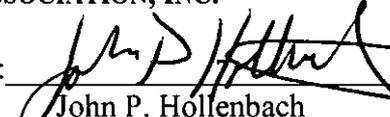
**HOSTS:**

**HOSTS DEVELOPMENT, LLC**

By:   
John P. Hollenbach  
Managing Member

**POA:**

**BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**

By:   
John P. Hollenbach  
President

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of Pinnacle Partners, LLC, a Kentucky limited liability company and Managing Venturer of Pinnacle Partners/TSF Properties, a Kentucky joint venture, for and on behalf of said limited liability company, and on behalf of said venture, both as Declarants herein.

My commission expires: Notary Public, State at Large, KY  
My commission expires June 5, 2010

  
Notary Public

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John Schutte as Member of T.S.F. Properties, LLC, a Kentucky limited liability company, for and on behalf of said company, as a Declarant herein.

My commission expires: Notary Public, State at Large, KY  
My commission expires June 5, 2010

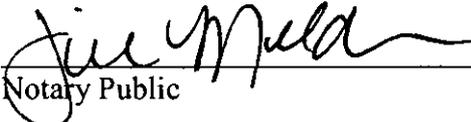
  
Notary Public



COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said company, as Developer herein.

My commission expires: **Notary Public, State at Large, KY**  
**My commission expires June 5, 2010**

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

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as Managing Member of HOSTS Development, LLC, a Kentucky limited liability company, for and on behalf of said company.

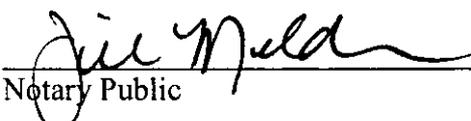
My commission expires: **Notary Public, State at Large, KY**  
**My commission expires June 5, 2010**

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

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )SS:

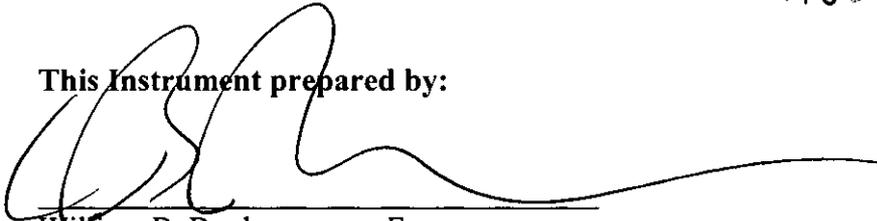
Acknowledged before me this 30<sup>th</sup> day of January, 2009, by John P. Hollenbach as President of Blankenbaker Station Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: **Notary Public, State at Large, KY**  
**My commission expires June 5, 2010**

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



**This Instrument prepared by:**



William B. Bardenwerper, Esq.  
Bardenwerper Talbott & Roberts, PLLC  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688  
(502) 425-0561 fax

Blankenbaker Stn 3rd Supp CCR's\_011209

Document No.: 0M2009015272  
Lodged By: MIDDLETON  
Recorded On: 02/09/2009 03:16:29  
Total Fees: 22.00  
Transfer fax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: SNESCH

**END OF DOCUMENT**

**FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

**THIS FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made, declared, and imposed as of the 28<sup>th</sup> day of April, 2009 by (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Joint Venture**"), and comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("**PP LLC**"), and (b) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 ("**TSF LLC**"), (ii) **PINNACLE PARTNERS, LLC** and **T.S.F. PROPERTIES, LLC** (the Joint Venture, PP LLC and TSF LLC are hereinafter collectively referred to as the "**Declarants**"), (iii) **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Developer**"), (iv) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation, P. O. Box 7368, Louisville, Kentucky 40257 (the "**POA**"), and (v) **HOSTS DEVELOPMENT, LLC.**, a Kentucky limited liability company with address of 12004 LaGrange Road, Louisville, Kentucky 40223 (the "**Annexing Owner**").

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky as previously amended by Supplemental Declaration dated February 5, 2004, of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760, in the Clerk's office aforesaid (the "**Supplemental Declaration**"), and as amended by that certain Second Supplemental Declaration of Covenants, conditions and Restrictions dated April 18, 2007 (the "**Second Supplemental Declaration**"), of record in Deed Book 9024, Page 521 in the Clerk's Office aforesaid, and as amended by that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions dated January 30, 2009 (the "**Third Supplemental Declaration**"), of record in Deed Book 9347, Page 444 in the Clerk's Office aforesaid (together herein the "**Declaration**"), the Declarants, *inter alia*, imposed and reserved certain covenants, conditions, restrictions, reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the "**Park**").

**B.** Pursuant to Section 1.3 of the Declaration, the Declarants and Developer, owners of Lots within the Park and areas annexed to the Park (herein the "Property"), and the POA, reserved the right from time to time to record supplemental declarations as further described in the Declaration.

**C.** For purposes of this Supplemental Declaration, the "POA" joins as representative of the Lot Owners and as owner of the Common Areas of the Park.

**D.** Pursuant to Section 1.2 of the Declaration, the Declarants and the Developer reserved the right to annex additional real property to the Park, and to impose the Declaration upon such annexed real property.

**E.** Annexing Owner and Developer are each owners of certain real property adjacent to the Park, and Declarants, Developer, the POA and Annexing Owner desire to annex and incorporate such real property to and within the Park, and to subject such annexed real property to the Declaration.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer, the POA and the Annexing Owner hereby declare as follows:

**1. Annexation.** Declarants, the Developer, the POA and the Annexing Owner hereby declare that the real property more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Annexed Property**"), shall be annexed into the Park and shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration, as amended herein and from time to time in accordance with the terms thereof.

**2. Definitions.** Whenever reference is made in the Declaration to the term "property" or "real property", the same shall be deemed to include a reference to the Annexed Property described on **Exhibit A** to this Annexation, as well as a reference to the real property initially designated as the "**Property**" in the Declaration, and in any annexations, amendments and supplements to the Declaration.

**3. Survival.** Except as amended hereunder, the restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with the land incorporated within the Park and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

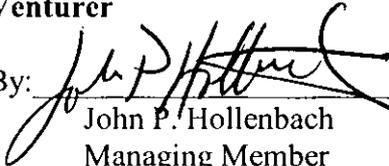
**4. Effective Date.** This Supplemental Declaration shall be effective as of the 28 day of April, 2009.

WITNESS the signatures of the parties hereto as of the day, month and year first above written.

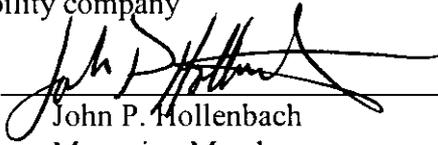
**DECLARANTS:**

**PINNACLE PARTNERS/TSF PROPERTIES,  
a Kentucky joint venture**

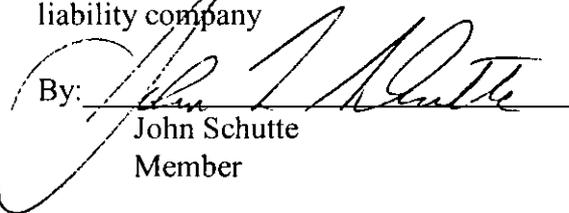
**By: Pinnacle Partners, LLC, a Kentucky  
limited liability company, Managing  
Venturer**

By:   
John P. Hollenbach  
Managing Member

**PINNACLE PARTNERS, LLC, a Kentucky limited  
liability company**

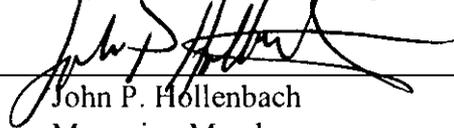
By:   
John P. Hollenbach  
Managing Member

**T.S.F. PROPERTIES, LLC, a Kentucky limited  
liability company**

By:   
John Schutte  
Member

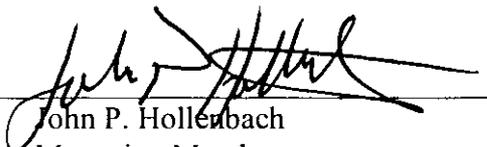
**DEVELOPER:**

**HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company**

By:   
John P. Hollenbach  
Managing Member

**ANNEXING ENTITY**

**HOSTS DEVELOPMENT, LLC.**

By:   
John P. Hollenbach  
Managing Member

POA

BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.

By: [Signature]  
John P. Hollenbach  
Director

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 28 day of April, 2009, by John P. Hollenbach as Managing Member of Pinnacle Partners, LLC, a Kentucky limited liability company and Managing Venturer of Pinnacle Partners/TSF Properties, a Kentucky joint venture, for and on behalf of said limited liability company, and on behalf of said venture, both as Declarants herein.

My commission expires: July 12, 2012

[Signature]  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 28 day of April, 2009, by John Schutte as Member of T.S.F. Properties, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as a Declarant herein.

My commission expires: July 12, 2012

[Signature]  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 28 day of April, 2009, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Developer herein.

My commission expires: July 12, 2012

[Seal]

[Signature]  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 28 day of April, 2009, by John P. Hollenbach as Managing Member of HOSTS Development, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company as Annexing Owner herein.

My commission expires: July 12, 2012

Aisa Brooks  
Notary Public

COMMONWEALTH OF KENTUCKY )  
SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 28 day of April, 2009, by John P. Hollenbach as Director of Blankenbaker Station Community Association, Inc., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: July 12, 2012

Aisa Brooks  
Notary Public

This instrument prepared by:

G. A. Compton  
GREGORY A. COMPTON, ESQ.  
MIDDLETON REUTLINGER, P.S.C.  
4965 U.S. Highway 42  
Suite 2800  
Louisville, Kentucky 40222  
Phone: 502.625.2862

Exhibit A

Being Tract 5, as shown on a Major-Minor Plat approved by Louisville Metro Planning Commission on October 7, 2004, as Docket Number 209-04, recorded on October 7, 2004 in Plat Book 50, Pages 24 and 25, in the Office of the Clerk of Jefferson county, Kentucky.

Being the same property acquired by HOSTS Development, LLC, by deed dated April \_\_, 2009, of record in Deed Book 9385, Page 815, in the Office of the Clerk of Jefferson County, Kentucky.

*600413*  
*429-09*

END OF DOCUMENT

Document No.: DN2009060414  
Lodged By: lawyers title  
Recorded On: 04/29/2009 02:22:29  
Total Fees: 22.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: CARMAR





**Bobbie Holsclaw**  
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2017206073**

**BATCH # 95115**

JEFFERSON CO, KY FEE \$61.00

PRESENTED ON: 09-19-2017 7 02:22:46 PM

LODGED BY: MERCANTILE TITLE AGENCY INC

RECORDED: 09-19-2017 02:22:46 PM

BOBBIE HOLSCLOW  
CLERK

BY: YOLANDA LOGAN  
RECORDING CLERK

**BK: D 10984**

**PG: 168-187**

**DECLARATION OF ANNEXATION UNDER  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**LOUISVILLE/JEFFERSON COUNTY METRO, KENTUCKY**

**THIS DECLARATION OF ANNEXATION UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "**Annexation**") is made, declared, and imposed as of the 18<sup>th</sup> day of September, 2017, by **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of P. O. Box 7368, Louisville, Kentucky 40257 (the "**Developer**"), and is joined by (i) **LHR LAKE, LLC**, a Kentucky limited liability company with address of P. O. Box 7368, Louisville, Kentucky 40257 (the "**Annexing Owner**"), and (ii) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation with address of P. O. Box 7368, Louisville, Kentucky 40257 (the "**Association**").

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky, as previously amended by (i) Supplemental Declaration dated February 5, 2004, of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760 (the "**Supplemental Declaration**"), (ii) Second Supplemental Declaration of Covenants, conditions and Restrictions dated April 18, 2007 (the "**Second Supplemental Declaration**"), of record in Deed Book 9024, Page 521, (iii) Third Supplemental Declaration of Covenants, Conditions and Restrictions dated January 30, 2009 (the "**Third Supplemental Declaration**"), of record in Deed Book 9347, Page 444, and (iv) Fourth Supplemental Declaration of Covenants, Conditions and Restrictions dated April 28, 2009 (the "**Fourth Supplemental Declaration**"), of record in Deed Book 9385, Page 818, all in the Clerk's Office aforesaid (together herein the "**Declaration**"), the Declarants under the Declaration, *inter alia*, imposed and reserved certain covenants, conditions, restrictions, reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the "**Park**").

**B.** Pursuant to Section 1.2 of the Declaration, the Developer may from time to time annex additional real property to the Park, and impose the Declaration upon such annexed real property.

**C.** Annexing Owner owns certain real property adjacent to the Park, and Developer and Annexing Owner desire to annex and incorporate such real property to and within the Park, and to subject such annexed real property to the Declaration.

**D.** For purposes of this Annexation, the Association joins herein and consents to this Annexation.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarants, Developer, the Association and the Annexing Owner hereby declare as follows:

1. **Annexation of Lots.** Developer, the Association and the Annexing Owner hereby declare that the real property more particularly described and depicted as Lot A, Lot B, Lot C and Lot D on the Minor Subdivision Plat (the "Plat") attached hereto and made a part hereof as **Exhibit A** (collectively, the "Annexed Property"), is hereby made subject to the Declaration and annexed into the Park, to be consolidated with existing Lots in the Park as depicted on the Plat, and such Annexed Property shall be owned, held, used, leased, sold, conveyed, occupied, developed and redeveloped subject to the rights, privileges, covenants, conditions, restrictions and easements, assessments, charges, and liens set forth in, and other provisions of, the Declaration.

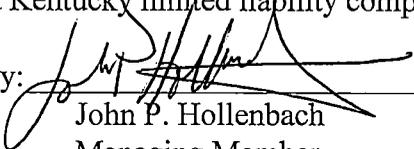
2. **Annexation of Common Area.** Developer, the Association and the Annexing Owner hereby declare that the real property more particularly described and depicted as Revised Tract 1-B on the Plat (the "Annexed Common Area"), is hereby made subject to the Declaration and is annexed into the Park as "Common Area" under and as defined in the Declaration.

3. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with the land incorporated within the Park, including the Annexed Property and the Annexed Common Area, and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

WITNESS the signatures of the parties hereto as of the day, month and year first above written.

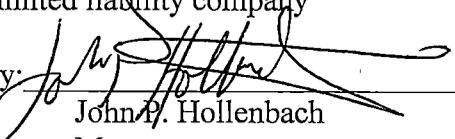
DEVELOPER:

HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company

By:   
John P. Hollenbach  
Managing Member

ANNEXING OWNER:

LRH LAKE, LLC, a Kentucky  
limited liability company

By:   
John P. Hollenbach  
Manager

ASSOCIATION:

BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]  
John P. Hollenbach, President

COMMONWEALTH OF KENTUCKY )  
 )SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18<sup>th</sup> day of September, 2017, by John P. Hollenbach as Managing Member of Hollenbach-Oakley, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Developer herein.

My commission expires: March 3, 2020

[Signature]  
Notary Public

COMMONWEALTH OF KENTUCKY )  
 )SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18<sup>th</sup> day of September, 2017, by John P. Hollenbach as Manager of LRH Lake, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Annexing Owner herein.

My commission expires: March 3, 2020

[Signature]  
Notary Public

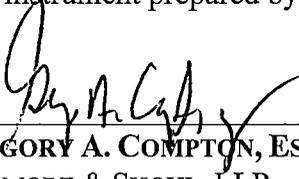
COMMONWEALTH OF KENTUCKY )  
 )SS:  
COUNTY OF JEFFERSON )

Acknowledged before me this 18<sup>th</sup> day of September, 2017, by John P. Hollenbach as President of Blankenbaker Station Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: March 3, 2020

[Signature]  
Notary Public

This instrument prepared by:



---

**GREGORY A. COMPTON, ESQ.**  
DINSMORE & SHOHL, LLP  
4965 U.S. Highway 42, Suite 2800  
Louisville, Kentucky 40222  
Phone: 502.540.2506  
Email: [greg.compton@dinsmore.com](mailto:greg.compton@dinsmore.com)

EXHIBIT A

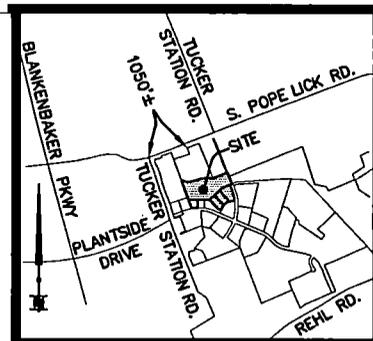
THE PLAT

[ATTACHED BEHIND THIS COVER PAGE]

1. THE PURPOSE OF THIS PLAT IS TO SHIFT PROPERTY LINES.
2. A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION. PER FEMA'S FIRM MAPPING (21111C0065E).
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
4. THIS SITE LIES WITHIN THE KARST TERRAIN AREA. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 9 OF THE LAND DEVELOPMENT CODE.
5. THIS MINOR PLAT IS ASSOCIATED WITH CASE 16ZONE1090.
6. THIS PLAT AMENDS PLAT BOOK 50, PAGE 24 WHICH IS THE HOLLOWAY PROPERTY SUBDIVISION.
7. THIS IS SUBJECT TO A PROTECTED WATERWAY. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 8 OF THE LAND DEVELOPMENT CODE.
8. THIS SITE CONTAINS STEEP SLOPES AND/OR UNSTABLE SOILS. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 7 OF THE LAND DEVELOPMENT CODE.

**LEGEND**

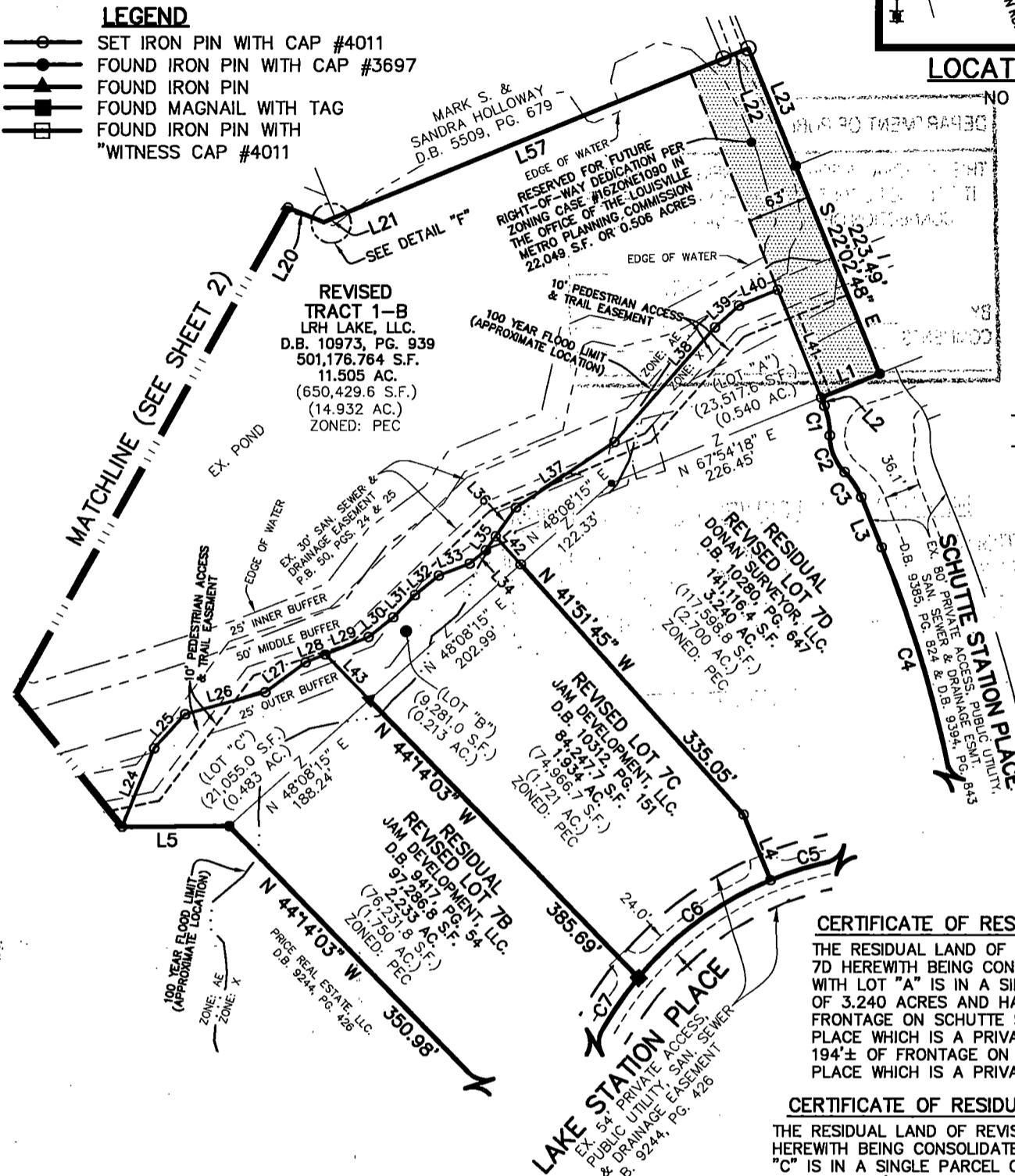
- SET IRON PIN WITH CAP #4011
- FOUND IRON PIN WITH CAP #3697
- ▲ FOUND IRON PIN
- FOUND MAGNAIL WITH TAG
- FOUND IRON PIN WITH "WITNESS CAP #4011"



**LOCATION MAP**

NO SCALE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED ON THE MAJOR MINOR PLAT OF BLANKENBAKER STATION II AS RECORDED IN PLAT BOOK 52, PAGE 49. REFERENCE BEARING (N 201914' W).



**CERTIFICATE OF RESIDUAL LAND**

THE RESIDUAL LAND OF REVISED LOT 7D HEREWITH BEING CONSOLIDATED WITH LOT "A" IS IN A SINGLE PARCEL OF 3.240 ACRES AND HAS 470'± OF FRONTAGE ON SCHUTTE STATION PLACE WHICH IS A PRIVATE WAY, AND 194'± OF FRONTAGE ON LAKE STATION PLACE WHICH IS A PRIVATE WAY.

**CERTIFICATE OF RESIDUAL LAND**

THE RESIDUAL LAND OF REVISED LOT 7B HEREWITH BEING CONSOLIDATED WITH LOT "C" IS IN A SINGLE PARCEL OF 2.233 ACRES AND HAS 158'± OF FRONTAGE ON LAKE STATION PLACE WHICH IS A PRIVATE WAY.

**CERTIFICATE OF APPROVAL**

APPROVED THIS 18th DAY OF Sept, 2017.  
 INVALID IF NOT RECORDED BEFORE THIS DATE: 9/18/17  
 BY: [Signature]  
 LOUISVILLE METRO PLANNING COMMISSION  
 APPROVAL SUBJECT TO ATTACHED CERTIFICATES.  
 SPECIAL REQUIREMENT(S):  
 DOCKET NO.: 17minorplatt1099

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY AS DEPICTED HEREON WAS PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE 09/11/17 THAT THIS SURVEY WAS COMPLETED IN THE FIELD. THE UNADJUSTED TRAVERSE CLOSURE WAS 1:23,327.

STATE OF KENTUCKY  
 JOSHUA S. CALICO  
 4011  
 LICENSED PROFESSIONAL LAND SURVEYOR

[Signature] 9/14/17  
 JOSHUA S. CALICO PLS# 4011 DATE:  
 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR

**MINDEL, SCOTT & ASSOCIATES, INC.**  
 PLANNING \* ENGINEERING \* SURVEYING  
 LANDSCAPE ARCHITECTURE  
 5151 JEFFERSON BOULEVARD  
 LOUISVILLE, KENTUCKY 40219  
 (502) 485-1508

SCALE: 1"=150'  
 DATE: 09/14/17  
 FORM DIST: SW  
 ZONED: R4 & PEC

**MINOR SUBDIVISION PLAT**

PROPERTY OF:  
 LRH LAKE, LLC.  
 P.O. BOX 7368  
 LOUISVILLE, KY. 40257  
 DEED BOOK 10973, PAGE 939

PROPERTY OF:  
 DONAN SURVEYOR, LLC.  
 11321 PLANTSIDE DRIVE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOT 1125  
 D.B. 10280, PG. 647

PROPERTY OF:  
 JAM DEVELOPMENT, LLC.  
 12550 LAKE STATION PLACE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOTS 1103 & 1124  
 D.B. 10312, PG. 151

PROPERTY ADDRESS: 12550 & 12450 LAKE STATION PLACE, 1601 & 1651 TUCKER STATION ROAD LOUISVILLE, KENTUCKY 40299

**DEPARTMENT OF PUBLIC HEALTH & WELLNESS**

THIS APPROVAL IS FOR LAND CONFIGURATION ONLY  
IT DOES NOT CONSTITUTE APPROVAL FOR SEWER  
CONNECTION OR ON-SITE SEWAGE SYSTEM.

9-14-17  
DATE

BY: Michael Salter

COMMENTS: \_\_\_\_\_

**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

Kim Deane                      9-13-17  
Storm Drainage Review                      Date

\_\_\_\_\_  
Sanitary Drainage Review                      Date

Ex. Sewer Serv. Avail.  
By PSC, Subj. To Fees

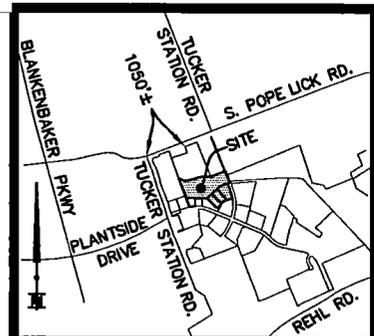
**TRANSPORTATION APPROVAL  
MINOR PLAT**

BY: Gray Mallet

DATE: 9-14-17

1. THE PURPOSE OF THIS PLAT IS TO SHIFT PROPERTY LINES.
2. A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION. PER FEMA'S FIRM MAPPING (21111C0065E).
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
4. THIS SITE LIES WITHIN THE KARST TERRAIN AREA. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 9 OF THE LAND DEVELOPMENT CODE.
5. THIS MINOR PLAT IS ASSOCIATED WITH CASE 16ZONE1090.
6. THIS PLAT AMENDS PLAT BOOK 50, PAGE 24 WHICH IS THE HOLLOWAY PROPERTY SUBDIVISION.
7. THIS IS SUBJECT TO A PROTECTED WATERWAY. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 8 OF THE LAND DEVELOPMENT CODE.
8. THIS SITE CONTAINS STEEP SLOPES AND/OR UNSTABLE SOILS. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4 SECTION 7 OF THE LAND DEVELOPMENT CODE.

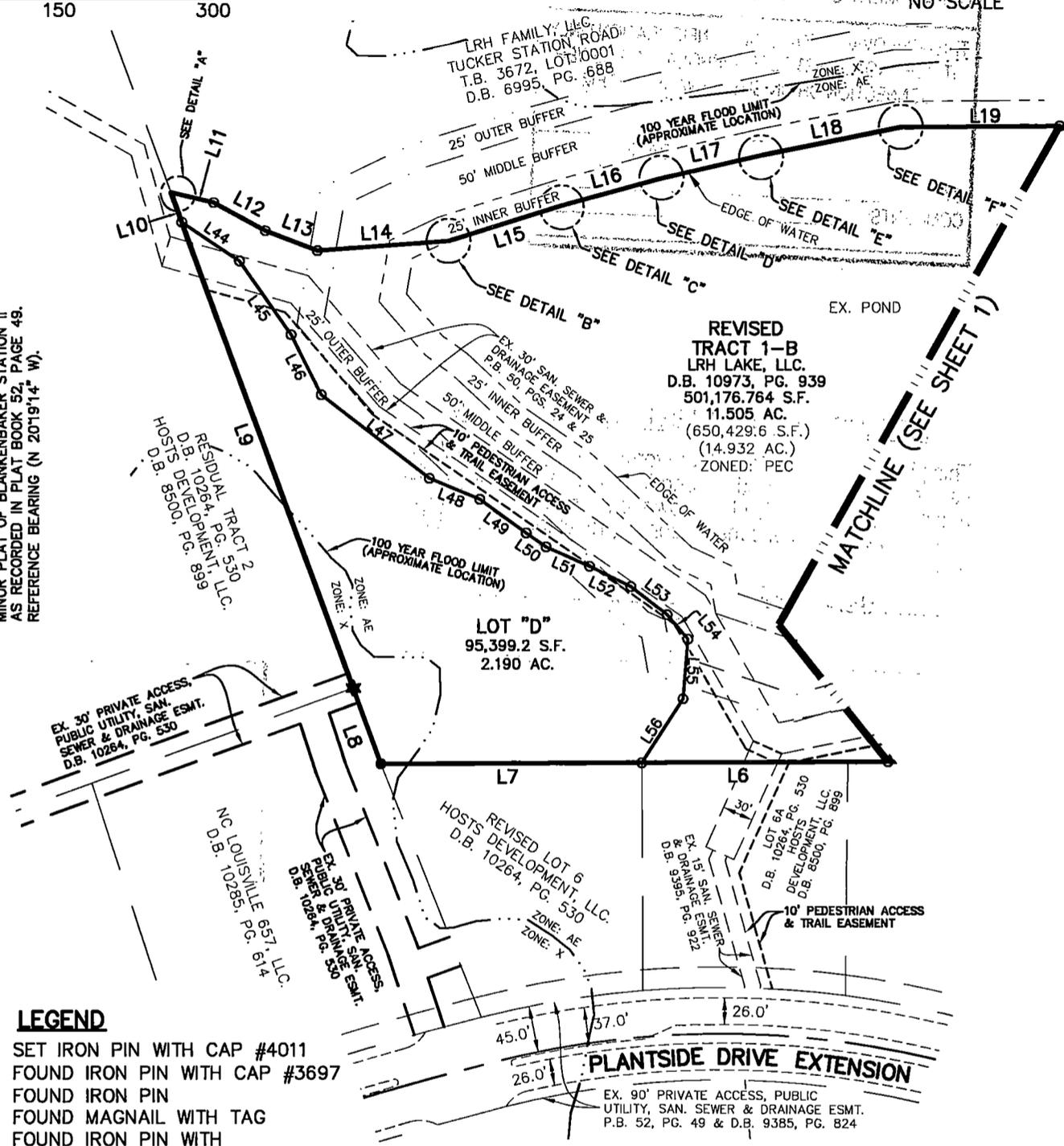
GRAPHIC SCALE 1"=150'



LOCATION MAP

NO SCALE

THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED ON THE MAJOR MINOR PLAT OF BLANKENBAKER STATION II AS RECORDED IN PLAT BOOK 52, PAGE 49. REFERENCE BEARING (N 20°19'14" W).



LEGEND

- SET IRON PIN WITH CAP #4011
- FOUND IRON PIN WITH CAP #3697
- ▲ FOUND IRON PIN
- FOUND MAGNAIL WITH TAG
- FOUND IRON PIN WITH "WITNESS CAP #4011
- △ COMPUTED UNMARKED POINT

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY AS DEPICTED HEREON WAS PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE 09/11/17 THAT THIS SURVEY WAS COMPLETED IN THE FIELD. THE UNADJUSTED TRAVERSE CLOSURE WAS 1:23,327.

STATE OF KENTUCKY  
 JOSHUA S. CALICO  
 4011  
 LICENSED PROFESSIONAL LAND SURVEYOR

*Joshua S. Calico*  
 JOSHUA S. CALICO PLS# 4011 DATE: \_\_\_\_\_  
 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR

CERTIFICATE OF APPROVAL

APPROVED THIS 18th DAY OF Sept, 2017.  
 INVALID IF NOT RECORDED BEFORE THIS DATE: 9/18/17  
 BY: *[Signature]*  
 LOUISVILLE METRO PLANNING COMMISSION  
 APPROVAL SUBJECT TO ATTACHED CERTIFICATES.  
 SPECIAL REQUIREMENT(S): \_\_\_\_\_  
 DOCKET NO.: Aminorplad1099

MINOR SUBDIVISION PLAT

PROPERTY OF:  
 LRH LAKE, LLC.  
 P.O. BOX 7368  
 LOUISVILLE, KY. 40257  
 DEED BOOK 10973, PAGE 939

PROPERTY OF:  
 JAM DEVELOPMENT, LLC.  
 12550 LAKE STATION PLACE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOTS 1103 & 1124  
 D.B. 10312, PG. 151

PROPERTY OF:  
 DONAN SURVEYOR, LLC.  
 11321 PLANTSIDE DRIVE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOT 1125  
 D.B. 10280, PG. 647

PROPERTY ADDRESS: 12550 & 12450 LAKE STATION PLACE, 1601 & 1651 TUCKER STATION ROAD LOUISVILLE, KENTUCKY 40299

**MINDEL, SCOTT & ASSOCIATES, INC.**  
 PLANNING \* ENGINEERING \* SURVEYING  
 LANDSCAPE ARCHITECTURE  
 5151 JEFFERSON BOULEVARD  
 LOUISVILLE, KENTUCKY 40219  
 (502) 485-1508

SCALE: 1"=150'  
 DATE: 09/14/17  
 FORM DIST: SW  
 ZONED: R4 & PEC

**DEPARTMENT OF PUBLIC HEALTH & WELLNESS**

THIS APPROVAL IS FOR LAND CONFIGURATION ONLY.  
IT DOES NOT CONSTITUTE APPROVAL FOR SEWER CONNECTION OR ON-SITE SEWAGE SYSTEM.

BY: Michael Sallal      9-14-17  
DATE

COMMENTS: \_\_\_\_\_

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

[Signature]      9-15-17  
Storm Drainage Review      Date

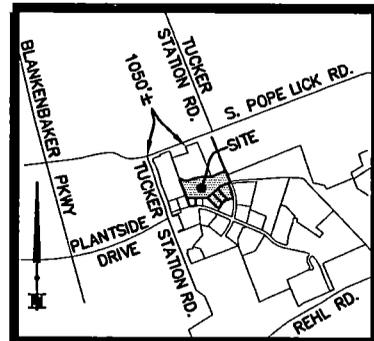
\_\_\_\_\_  
Sanitary Drainage Review      Date

Ex. Sewer Serv. Avail.  
By PSC, Subj. To Fees

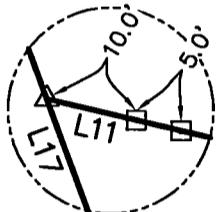
**TRANSPORTATION APPROVAL  
MINOR PLAT**

BY: [Signature]  
DATE: 9-14-17

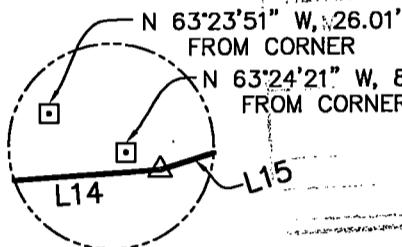
1. THE PURPOSE OF THIS PLAT IS TO SHIFT PROPERTY LINES.
2. A PORTION OF THIS SITE LIES WITHIN A 100 YEAR FLOOD HAZARD ELEVATION. PER FEMA'S FIRM MAPPING (21111C0065E).
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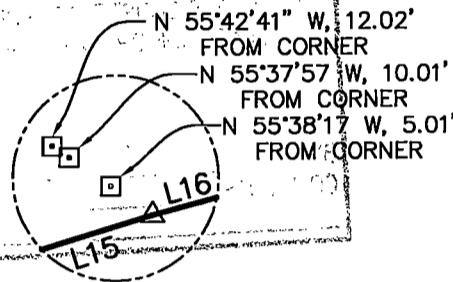
**LOCATION MAP**  
NO SCALE



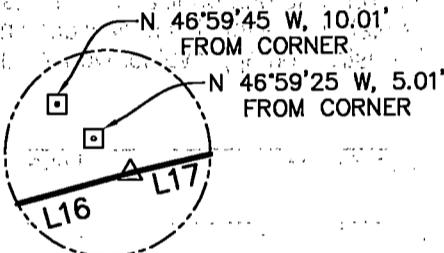
**DETAIL "A"**  
NO SCALE



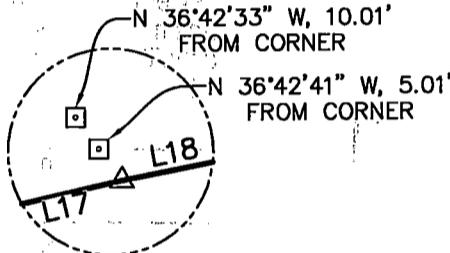
**DETAIL "B"**  
NO SCALE



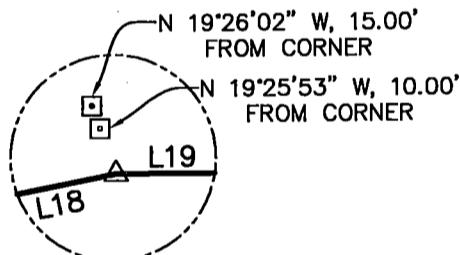
**DETAIL "C"**  
NO SCALE



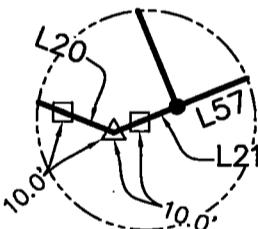
**DETAIL "D"**  
NO SCALE



**DETAIL "E"**  
NO SCALE



**DETAIL "F"**  
NO SCALE



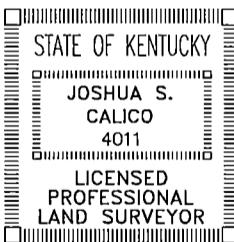
**DETAIL "G"**  
NO SCALE

**LEGEND**

- SET IRON PIN WITH CAP #4011
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- ▲ FOUND IRON PIN
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**LAND SURVEYOR'S CERTIFICATE**

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*Joshua S. Calico*  
**JOSHUA S. CALICO** PLS# 4011 DATE: \_\_\_\_\_  
 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR

**CERTIFICATE OF APPROVAL**

APPROVED THIS 18th DAY OF Sept, 2017.  
 INVALID IF NOT RECORDED BEFORE THIS DATE: 9/18/18  
 BY: *[Signature]*  
 LOUISVILLE METRO PLANNING COMMISSION  
 APPROVAL SUBJECT TO ATTACHED CERTIFICATES.  
 SPECIAL REQUIREMENT(S): \_\_\_\_\_  
 DOCKET NO.: Amnno1099

**MINOR SUBDIVISION PLAT**

PROPERTY OF:  
 LRH LAKE, LLC.  
 P.O. BOX 7368  
 LOUISVILLE, KY. 40257  
 DEED BOOK 10973, PAGE 939

PROPERTY OF:  
 JAM DEVELOPMENT, LLC.  
 12550 LAKE STATION PLACE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOTS 1103 & 1124  
 D.B. 10312, PG. 151

PROPERTY OF:  
 DONAN SURVEYOR, LLC.  
 11321 PLANTSIDE DRIVE  
 LOUISVILLE, KY. 40299  
 T.B. 0039, LOT 1125  
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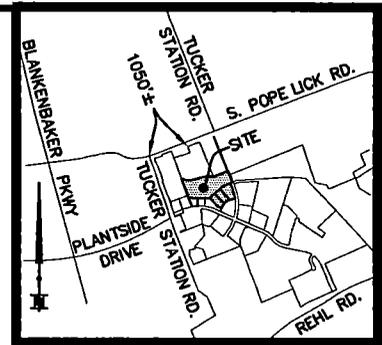
PROPERTY ADDRESS: 12550 & 12450 LAKE STATION PLACE,  
 1601 & 1651 TUCKER STATION ROAD  
 LOUISVILLE, KENTUCKY 40299

**MINDEL, SCOTT & ASSOCIATES, INC.**  
 PLANNING \* ENGINEERING \* SURVEYING  
 LANDSCAPE ARCHITECTURE  
 5151 JEFFERSON BOULEVARD  
 LOUISVILLE, KENTUCKY 40219  
 (502) 485-1508

SCALE: 1"=150'  
 DATE: 09/14/17  
 FORM DIST: SW  
 ZONED: R4 & PEC



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**LOCATION MAP**  
NO SCALE

CURVE TABLE			
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	N 10°33'29" W	30.00'	75.00'
C2	N 22°05'42" W	39.19'	50.00'
C3	N 33°37'55" W	30.00'	75.00'
C4	N 14°59'35" W	305.38'	1235.00'
C5	S 74°53'19" W	85.97'	342.00'
C6	S 53°46'24" W	164.26'	342.00'
C7	S 31°25'34" W	100.54'	342.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 67°54'18" W	62.91'
L2	S 22°05'42" E	8.81'
L3	N 22°05'42" W	54.35'
L4	N 22°19'54" W	70.50'
L5	S 89°39'05" W	107.63'
L6	S 89°39'05" W	239.53'
L7	S 89°39'05" W	254.48'
L8	S 20°19'14" E	78.26'
L9	N 20°19'14" W	481.67'
L10	N 20°19'14" W	30.77'
L11	S 76°44'48" E	42.84'
L12	S 61°33'48" E	57.17'
L13	S 69°15'47" E	54.41'
L14	N 85°44'22" E	127.79'
L15	N 72°34'50" E	115.24'
L16	N 74°39'35" E	99.30'
L17	N 76°53'31" E	102.83'
L18	N 78°36'11" E	137.28'
L19	N 89°22'15" E	154.57'
L20	S 68°12'43" E	38.30'
L21	N 67°45'20" E	12.37'
L22	N 67°45'20" E	27.16'
L23	S 21°56'27" E	126.57'
L24	N 22°29'28" E	84.44'
L25	N 42°27'15" E	46.05'
L26	N 74°33'08" E	83.12'
L27	N 53°36'35" E	50.07'
L28	N 68°06'27" E	21.25'
L29	N 68°06'27" E	46.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N 51°16'06" E	31.60'
L31	N 44°33'53" E	30.94'
L32	N 50°31'33" E	30.95'
L33	N 69°01'31" E	33.08'
L34	N 50°26'17" E	20.91'
L35	N 35°05'38" E	17.09'
L36	N 35°05'38" E	35.39'
L37	N 56°25'02" E	118.42'
L38	N 41°28'52" E	152.23'
L39	N 47°44'03" E	32.35'
L40	N 67°54'18" E	41.84'
L41	S 22°05'23" E	115.72'
L42	N 41°51'45" W	37.65'
L43	N 44°14'03" W	63.49'
L44	S 56°15'05" E	67.60'
L45	S 35°16'43" E	87.33'
L46	S 26°41'10" E	65.22'
L47	S 52°22'54" E	133.14'
L48	S 67°38'11" E	53.10'
L49	S 54°20'02" E	55.88'
L50	S 54°52'04" E	23.61'
L51	S 66°05'26" E	46.50'
L52	S 63°55'43" E	44.84'
L53	S 52°25'32" E	44.73'
L54	S 40°39'45" E	30.98'
L55	S 04°40'44" W	57.73'
L56	S 32°51'44" W	73.70'
L57	N 67°45'20" E	420.00'

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY AS DEPICTED HEREON WAS PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE 09/11/17 THAT THIS SURVEY WAS COMPLETED IN THE FIELD. THE UNADJUSTED TRAVERSE CLOSURE WAS 1:23,327.

STATE OF KENTUCKY  
JOSHUA S. CALICO  
4011  
LICENSED PROFESSIONAL LAND SURVEYOR

**CERTIFICATE OF APPROVAL**

APPROVED THIS 18th DAY OF Sept, 2017.  
INVALID IF NOT RECORDED BEFORE THIS DATE: 9/18/18  
BY: [Signature]  
LOUISVILLE METRO PLANNING COMMISSION  
APPROVAL SUBJECT TO ATTACHED CERTIFICATES.  
SPECIAL REQUIREMENT(S):  
DOCKET NO.: Minor Plat 1089

[Signature]  
JOSHUA S. CALICO PLS# 4011 DATE:  
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR

**MINDEL, SCOTT & ASSOCIATES, INC.**

PLANNING \* ENGINEERING \* SURVEYING  
LANDSCAPE ARCHITECTURE  
5151 JEFFERSON BOULEVARD  
LOUISVILLE, KENTUCKY 40219  
(502) 485-1508

SCALE: 1"=150'  
DATE: 09/14/17  
FORM DIST: SW  
ZONED: R4 & PEC

**MINOR SUBDIVISION PLAT**

PROPERTY OF:  
LRH LAKE, LLC.  
P.O. BOX 7368  
LOUISVILLE, KY. 40257  
DEED BOOK 10973, PAGE 939

PROPERTY OF:  
JAM DEVELOPMENT, LLC.  
12550 LAKE STATION PLACE  
LOUISVILLE, KY. 40299  
T.B. 0039, LOTS 1103 & 1124  
D.B. 10312, PG. 151

PROPERTY OF:  
DONAN SURVEYOR, LLC.  
11321 PLANTSIDE DRIVE  
LOUISVILLE, KY. 40299  
T.B. 0039, LOT 1125  
D.B. 10280, PG. 647

PROPERTY ADDRESS: 12550 & 12450 LAKE STATION PLACE,  
1601 & 1651 TUCKER STATION ROAD  
LOUISVILLE, KENTUCKY 40299



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

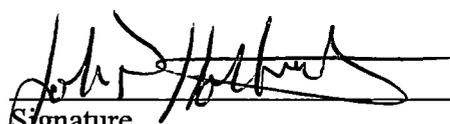
I hereby certify that LRH LAKE, LLC

is the owner of the Property located at \_\_\_\_\_

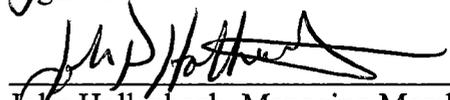
TUCKER STATION ROAD, LOUISVILLE, KENTUCKY 40299

Which is the subject of this application, and that I, John Hollenbach, in my capacity as Managing Member, 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 \_\_\_\_\_

9/18/2017  
Date \_\_\_\_\_

  
John Hollenbach, Managing Member



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 DONAN SURVEYOR, LLC

is the owner of the Property located at \_\_\_\_\_

12450 LAKE STATION PLACE, LOUISVILLE, KENTUCKY 40299

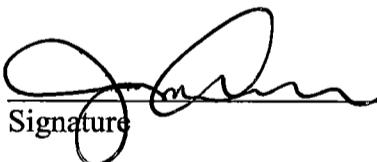
Which is the subject of this application,

and that I, J. Lyle Donan,

in my capacity as Member, 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

9/18/17  
Date

J. LYLE DONAN member  
Printed Name and Title



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 JAM DEVELOPMENT, LLC

is the owner of the Property located at 12550 LAKE STATION PLACE AND 1601 TUCKER STATION ROAD, LOUISVILLE, KENTUCKY 40299

Which is the subject of this application,

and that I, Joe Kelley,

in my capacity as Manager, 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.

[Handwritten Signature]  
Signature

Sept 18-17  
Date

Joe Kelley Manager  
Printed Name and Title

**STANDARD CERTIFICATE FORM**

*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 JAM DEVELOPMENT, LLC. per Deed Book 10312, Page 151 and does hereby dedicate to public use N/A shown thereon.

JAM DEVELOPMENT, LLC

By: [Signature]  
Name/Title: Joe Kelley Manager

**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. N/A 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.

JAM DEVELOPMENT, LLC

By: [Signature]  
Name/Title: Joe Kelley Manager

**CERTIFICATE OF ACKNOWLEDGMENT**

State of Kentucky )  
                          ) SS  
County of Jefferson)

I, Dorothy A. Osborne, a Notary

Public in and for the County aforesaid do hereby certify that the foregoing plat of JAM DEVELOPMENT, LLC. per Deed Book 10312, Page 151 was this day presented to me by Joe Kelley, 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 18<sup>th</sup> day of Sept., 2017.

My Commission expires: 3<sup>rd</sup> day of March, 2020.

Dorothy A Osborne  
Notary Public

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



**Bobbie Holsclaw**  
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2019296602**

**BATCH # 211092**

JEFFERSON CO, KY FEE \$22.00

PRESENTED ON: 12-27-2019 9 01:28:57 PM

LODGED BY: MERCANTILE TITLE AGENCY INC

RECORDED: 12-27-2019 01:28:57 PM

BOBBIE HOLSCRAW

CLERK

BY: RAY BENSON

LEGAL RECORDS

**BK: D 11588**

**PG: 390-396**

**DECLARATION OF ANNEXATION UNDER  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**LOUISVILLE/JEFFERSON COUNTY METRO, KENTUCKY**

**THIS DECLARATION OF ANNEXATION UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "**Annexation**") is made, declared, and imposed as of the 19<sup>th</sup> day of December, 2019, by **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of P. O. Box 7368, Louisville, Kentucky 40257 (the "**Developer**"), and is joined by (i) **HOSTS DEVELOPMENT, LLC**, a Kentucky limited liability company with address of P. O. Box 7368, Louisville, Kentucky 40257 ("**Annexing Owner #1**"), (ii) **HO3 CHESTNUT, LLC**, a Kentucky limited liability company with address of P. O. Box 7368, Louisville, Kentucky 40257 ("**Annexing Owner #2**"), and (iii) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation with address of P. O. Box 7368, Louisville, Kentucky 40257 (the "**Association**").

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Blankenbaker Station Business Park dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky, as previously amended by (i) Supplemental Declaration dated February 5, 2004, of record in Deed Book 8375, Page 781 and re-recorded in Deed Book 8386, Page 760 (the "**Supplemental Declaration**"), (ii) Second Supplemental Declaration of Covenants, conditions and Restrictions dated April 18, 2007 (the "**Second Supplemental Declaration**"), of record in Deed Book 9024, Page 521, (iii) Third Supplemental Declaration of Covenants, Conditions and Restrictions dated January 30, 2009 (the "**Third Supplemental Declaration**"), of record in Deed Book 9347, Page 444, and (iv) Fourth Supplemental Declaration of Covenants, Conditions and Restrictions dated April 28, 2009 (the "**Fourth Supplemental Declaration**"), of record in Deed Book 9385, Page 818, all in the Clerk's Office aforesaid (together herein the "**Declaration**"), the Declarants under the Declaration, inter alia, imposed and reserved certain covenants, conditions, restrictions, reservations and easements upon certain real property located in Jefferson County, Kentucky more fully described therein, and generally known as Blankenbaker Station Business Park (the "**Park**").

**B.** Pursuant to Section 1.2 of the Declaration, the Developer may from time to time annex additional real property to the Park, and impose the Declaration upon such annexed real property.

**C.** Annexing Owner #1 and Annexing Owner #2 (collectively, the "**Annexing Owners**") own certain real property adjacent to the Park, and Developer and Annexing Owners desire to annex and incorporate such real property to and within the Park, to subject such annexed real property to the Declaration, and to join with Developer to declare such real property as "Common Areas" as defined in the Declaration.

D. For purposes of this Annexation, the Association joins herein and consents to this Annexation and dedication of certain real property as Common Areas.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer, the Association and the Annexing Owners hereby declare as follows:

1. Annexation of Common Areas.

(a) Developer, the Association and Annexing Owner #1 hereby declare that the real property more particularly described on Exhibit A attached hereto and incorporated herein is hereby made subject to the Declaration and is annexed into the Park as "Common Area" under and as defined in the Declaration.

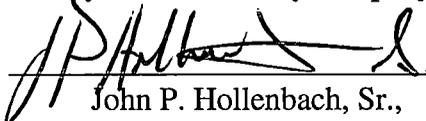
(b) Developer, the Association and Annexing Owner #2 hereby declare that the real property more particularly described on Exhibit B attached hereto and incorporated herein is hereby made subject to the Declaration and is annexed into the Park as "Common Area" under and as defined in the Declaration.

2. Survival. The restrictions, covenants, easements and conditions and other terms set forth in and the provisions of the Declaration shall run with the land incorporated within the Park, including the real property annexed into the Park as referenced above, and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns.

WITNESS the signatures of the parties hereto as of the day, month and year first above written.

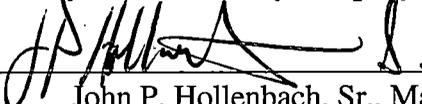
DEVELOPER:

HOLLENBACH-OAKLEY, LLC,  
a Kentucky limited liability company

By:   
John P. Hollenbach, Sr.,  
Managing Member

ANNEXING OWNER #1:

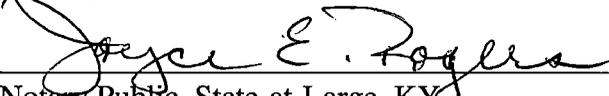
HOSTS DEVELOPMENT, LLC,  
a Kentucky limited liability company

By:   
John P. Hollenbach, Sr., Manager



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

19 The foregoing instrument was subscribed, sworn to and acknowledged before me this day of December, 2019, by John P. Hollenbach, Sr., as a Member of HO3 Chestnut, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company, as Annexing Owner #2 herein.

My commission expires: 3/18/2023  
Joyce E. Rogers  
Notary Public  
ID #619481  
State at Large, Kentucky  
Commission Expires 3/18/2023  
  
Notary Public, State-at-Large, KY

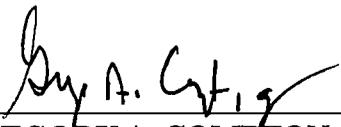
COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of December, 2019, by John P. Hollenbach, Sr., as President of Blankenbaker Station Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: 3/18/2023  
Joyce E. Rogers  
Notary Public  
ID #619481  
State at Large, Kentucky  
Commission Expires 3/18/2023  
  
Notary Public

NO TITLE EXAMINATION PERFORMED.

THIS INSTRUMENT PREPARED BY:

  
GREGORY A. COMPTON, ESQ.  
DINSMORE & SHOHL, LLP  
4965 U.S. Highway 42, Suite 2800  
Louisville, Kentucky 40222  
Phone: 502.540.2506  
Email: [greg.compton@dinsmore.com](mailto:greg.compton@dinsmore.com)

**EXHIBIT A**

**ANNEXING OWNER #1 PROPERTY**

**PARCEL 1:**

Being Lot 6A, containing 1.005 acres, as shown on that certain Minor Subdivision Plat approved by the Louisville Metro Planning Commission on March 21, 2004, under Docket #14MINORPLAT1017 attached to instrument of record in Deed Book 10264, Page 530, in the Office of the Clerk of Jefferson County, Kentucky.

Being a portion of the property acquired by HOSTS Development, LLC, a Kentucky limited liability company, by Deed of record in Deed Book 8500, Page 899, in the Office of the Clerk of Jefferson County, Kentucky.

**PARCEL 2:**

Being Lot 1 as shown on that certain Minor Subdivision Plat approved October 9, 2019, by Louisville Metro Planning Commission as Docket No. 19-MPLAT-0040, and attached to instrument of record in Deed Book 11531, Page 129, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a portion of the property acquired by HOSTS Development, LLC, a Kentucky limited liability company, by Deed dated October 15, 2019, of record in Deed Book 11531, Page 169, in the Office of the Clerk of Jefferson County, Kentucky.

**EXHIBIT B**

**ANNEXING OWNER #2 PROPERTY**

**PARCEL 1:**

Being Lot A, containing 0.951 acre, as shown on that certain Minor Subdivision Plat approved by the Louisville Metro Planning Commission on March 16, 2015, under Docket #15MINORPLAT1001 attached to instrument of record in Deed Book 10381, Page 602, in the Office of the Clerk of Jefferson County, Kentucky.

Being a portion of the property acquired by HO3 Chestnut, LLC, a Kentucky limited liability company, by Deed dated December 3, 2009, of record in Deed Book 9495, Page 291, in the Office of the Clerk of Jefferson County, Kentucky.

**PARCEL 2:**

Being Lot 3, containing 1.76 acres, as shown on that certain Minor Subdivision Plat approved by the Louisville Metro Planning Commission on March 10, 2010, under Docket #13764 attached to instrument of record in Deed Book 9540, Page 897, in the Office of the Clerk of Jefferson County, Kentucky.

Being a portion of the property acquired by HO3 Chestnut, LLC, a Kentucky limited liability company, by Deed dated December 3, 2009, of record in Deed Book 9495, Page 291, in the Office of the Clerk of Jefferson County, Kentucky.

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BLANKENBAKER STATION BUSINESS PARK**

**METRO LOUISVILLE/JEFFERSON COUNTY, KENTUCKY**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Amendment”) is made as of the 12<sup>th</sup> day of October, 2022, by **HOLLENBACH-OAKLEY, LLC**, a Kentucky limited liability company with address of 12451 Plantside Dive, Louisville, Kentucky 40299 (the “Developer”), and amends that certain **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLANKENBAKER STATION BUSINESS PARK** dated as of January 16, 2004, of record in Deed Book 8375, Page 750, and re-recorded in Deed Book 8386, Page 728, in the Office of the Clerk of Jefferson County, Kentucky, by and among (i) **PINNACLE PARTNERS/TSF PROPERTIES**, a Kentucky joint venture comprising (a) **PINNACLE PARTNERS, LLC**, a Kentucky limited liability company, and (b)(i) **T.S.F. PROPERTIES, LLC**, a Kentucky limited liability company, (ii) **PINNACLE PARTNERS, LLC**, (iii) **T.S.F. PROPERTIES, LLC**, (iv) Developer, (v) **BLANKENBAKER STATION COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation, and (vi) **HOSTS DEVELOPMENT, LLC**, a Kentucky limited liability company, as such Declaration has been heretofore amended and supplemented (as so amended and supplemented, the “Declaration”).

**PRELIMINARY STATEMENT:**

- A. Capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed thereto in the Declaration.
- B. Pursuant and subject to the provisions of Section 7.7 of the Declaration, the Developer has the right to amend the Declaration without the joinder or consent of any other entity.
- C. Developer now wishes to so amend the Declaration in conformance with the terms of Section 7.7 of the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer hereby declares and amends the Declaration as follows:

1. **Transition Amendment.** Section 2.2(b)(iii) of the Declaration is hereby amended and restated as follows:

“(iii) December 31, 2050.”



**RECEIPT**  
**Jefferson COUNTY CLERK'S OFFICE**  
**Bobbie Holsclaw, COUNTY CLERK**

**BATCH #: 419765**  
**OPERATOR: RITA**  
**DATE: 10/12/2022**  
**TIME: 01:16:28 PM**

Customer/Return Party  
BLANKENBAKER STATION COMMUNITY ASS INC  
BLANKENBAKER STATION COMMUNITY ASS INC  
PO BOX 7368  
LOUISVILLE, KY 40257

<u>Instrument #</u>	<u>Date Filed</u>	<u>Book - Page</u>	<u>Pages</u>	<u>Instrument Type</u>
2022234284	10/12/2022 01:14:31 PM	D 12474 - 959	3	DED OF RESTRICT

Fee/Charges Information

Clerk Fee:	\$27.00
Clerk Expense:	\$3.00
Doc Storage Fee:	\$10.00
Housing Fee:	\$6.00
<b>Total Fees:</b>	<b>\$46.00</b>

=====

<b>RECEIPT TOTAL:</b>	<b>\$46.00</b>
<b>TOTAL PAID:</b>	<b>\$46.00</b>

PAYMENT METHOD:  
\$46.00 CHECK # 3675