

STEWART TITLE

GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE

Property Address: 7805 Floydsburg Road

7805_FLO VER. 8.18/13.37

SCHEDULE A

There is 1 commitment and property description for this sale.

1. **Effective Date** 08-15-23 @ 8:00 am Examiner: TAS

2. **Policy or policies to be issued:** Amount TBA

- ALTA OWNER'S POLICY - (2006)
 ALTA Residential Title Insurance Policy - (2006)

Proposed Insured:

PURCHASER TO BE DETERMINED AT AUCTION

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested, without right of survivorship, in:

BONNIE S. BOUNNELL, an unremarried widow

BEING the same property conveyed from R.M. Myers, Jr. and Ida B. Myers, husband and wife, to HARRY L. BOUNNELL and BONNIE S. BOUNNELL, husband and wife, by Joint Survivorship Deed dated July 15, 1996, of record in Deed Book 516, Page 51, in the Office of the County Clerk of Oldham County, Kentucky. The said HARRY L. BOUNNELL passed away on January 27, 2013, and by virtue of the survivorship clause in said deed, title is now vested in **BONNIE S. BOUNNELL.**

4. The land referred to in this commitment is located at 7805 Floydsburg Road, Crestwood, KY 40014, in Oldham County, Kentucky, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

STEWART TITLE
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION
7805 Floydensburg Road

VER. 8.18/13.37 7805_FLO

SCHEDULE B--Section 1
Limitations and Requirements

THIS COMMITMENT IS INTENDED AND ISSUED FOR THE EXCLUSIVE USE OF THE PROPOSED INSURED APPEARING ON PAGE 1. NO OTHER PERSON IS PERMITTED TO USE OR RELY UPON THIS COMMITMENT.

The following are the requirements to be complied with:

Valid resolution authorizing transaction for any corporate or partnership seller or mortgagor.

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

NOTE: This property is not owned with a right of survivorship. If any vested owner named in Schedule A, paragraph 3 is deceased, the deed must be signed by **all persons and their spouses** who inherited the deceased's interest in the property by will or the law of intestate succession, as the case may be. **THIS MAY INCLUDE PERSONS OTHER THAN THE SURVIVING SPOUSE. CONTACT THIS OFFICE FOR FURTHER ADVICE.**

Deed from **BONNIE S. BOUNNELL, (and SPOUSE, if any)** in favor of **PURCHASER TO BE DETERMINED AT AUCTION.** No other instruments are required in connection with this title.

Spouse, if any, of each individual having an interest in the property must sign deed.

Pay and release all liens of record.

You must inform us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan secured by the land. We may impose additional requirements or exceptions relating to the interest or the loan.

REAL ESTATE TAX INFORMATION

Current taxes, even if not yet due and payable, are a PRIOR LIEN from the first day of the tax year.

Current taxes due and unpaid, delinquent taxes for prior years and interest, if any, are a PRIOR LIEN.

TAX IDENTIFICATION: 33-33A-02-11&12

ASSESSED VALUE: \$390,000.00 (less \$40,500 homestead exemption = \$349,500 net taxable assessment for 2022)

LAST BILL ISSUED: Oldham County; Original face amount is \$4,353.66 for 2022 (paid the discount of \$4,266.59 on 10-6-22)

All tax bills issued prior to the current year are paid.

STEWART TITLE
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION
7805 Floydsburg Road

VER. 8.18/13.37 7805_FLO

SCHEDULE B--Section 2
Exceptions

NOTE: Any exception contained herein omits any covenant, condition, or restriction based on race, color, religion, sex, handicap, financial status, or national origin as provided in U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Mandatory Non-Deletable Mineral Exception: The policy or policies to be issued will contain the following exception: Exception is taken to minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

SECTION 2: STANDARD EXCEPTIONS

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
- b. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and/or inspection of the premises.
- c. Easements, claims of easements, not shown by the public records.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
- e. Taxes, or special assessments, whether or not shown as existing liens by the public records.
- f. Rights or claims of parties in possession not shown by the public records.
- g. State, County, and School taxes for the current year are a lien, whether or not now due and payable.

SECTION 2 - CONT'D: ADDITIONAL EXCEPTIONS

NO MORTGAGES ARE OF RECORD

- 1. Lien for unpaid taxes, if any, shown in **Schedule B-1 REAL ESTATE TAX INFORMATION**.
- 2. Restrictions of record in Deed Book 100, page 378, in the Office of the County Clerk of Oldham County, Kentucky.
- 3. Certificate of Land Use Restriction (variance approval) for encroachment of the porch into a set back, of record in CLU Book 2, Page 123, in the Office of the County Clerk of Oldham County, Kentucky.
- 4. Right of way easement in favor of Louisville Gas & Electric CO. ("LG&E"), of record in Deed Book 210, Page 302, in the office aforesaid.
- 5. Easements, set-back lines, conditions, and other matters as appear on record plat in Plat Book 1, Page 50, in the Office of the County Clerk of Oldham County, Kentucky.
- 6. **GENERAL DURABLE POWER OF ATTORNEY** from **BONNIE S. BOUNNELL**, whereby she appoints **SHERRILL L. BOUNNELL** as her lawful Attorney in Fact, of record in Deed Book 1359, Page 145, in the Oldham County Clerk's Office. **NOTE: THE POWERS CONVEYED INCLUDE THE POWER TO SELL REAL PROPERTY.**

* * * * * **END OF SCHEDULE B EXCEPTIONS** * * * * *

RE: 7805 Floydsburg Road

TAS Eff. Date 11-16-22

VER. 8.18/13.37 7805_FLO

EXHIBIT "A"

BEING Tracts Numbered 4 and 5 as shown on the plat of the subdivision entitled "Johnson Property" recorded in Plat Book 1, Page 50, in the Office of the County Clerk of Oldham County, Kentucky.

BEING the same property conveyed from R.M. Myers, Jr. and Ida B. Myers, husband and wife, to HARRY L. BOUNNELL and BONNIE S. BOUNNELL, husband and wife, by Joint Survivorship Deed dated July 15, 1996, of record in Deed Book 516, Page 51, in the Office of the County Clerk of Oldham County, Kentucky. The said HARRY L. BOUNNELL passed away on January 27, 2013, and by virtue of the survivorship clause in said deed, title is now vested in **BONNIE S. BOUNNELL**.

TAX ID NUMBER: 33-33A-02-11&12

GENERAL DURABLE POWER OF ATTORNEY

I, **BONNIE S. BOUNNELL**, a resident of and domiciled in Crestwood, Oldham County, Kentucky, hereby make, constitute, and appoint my daughter, **SHERRILL L. BOUNNELL**, as my true and lawful Attorney-in-Fact, with full power and authority for me in my name, place, and stead, to act in, manage, and conduct all my affairs, as I could do if acting personally. I hereby revoke any prior appointment of an attorney-in-fact.

If my Attorney-in-Fact is deceased or disabled, or is otherwise unable or unwilling to serve or continue to serve, then I hereby designate **HELENA GRIMES-SMITH** as substitute or successor Attorney-in-Fact. If my successor Attorney-in-Fact is deceased or disabled, or is otherwise unable or unwilling to serve or continue to serve, then I hereby designate **DIANE KENNEDY BOUNNELL** as substitute or successor Attorney-in-Fact. Each substitute or successor Attorney-in-Fact shall possess and exercise all powers and authority originally conferred upon my first named Attorney-in-Fact.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL OR BY THE LAPSE OF TIME.

Powers. I hereby authorize my Attorney-in-Fact, for me and in my name, place, and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons and/or other legal entities jointly interested with me in the doing or executing of, all or any necessary acts, deeds, and things including, but not limited to, the following:

1. **Expend Funds.** To expend funds for my support, maintenance, care, comfort and welfare.
2. **Purchase.** To buy, acquire, obtain, take or hold possession of any property or property rights of mine or for me whatsoever, whether real, personal, or mixed; and to retain such property as long as said Attorney-in-Fact shall deem it wise; and without limiting the generality of the foregoing, to take possession of, and to order the removal and shipment of, any property from any post, warehouse, depot, dock, or other place of storage or safekeeping, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes.
3. **Sell.** To sell, convey (either with or without covenants of warranty), lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild, and in every way deal in and with any property or property rights of mine, real or personal, now or hereafter owned by me, including but not limited to (a) all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety, (b) all property over which I hold a general, limited, or special power of appointment, (c) choses in action, (d) any homestead real property of mine from time to time, provided, however, that if I am married, my Attorney-in-Fact may not mortgage or convey homestead property without joinder of my husband or my husband's legal guardian, and such joinder may be accomplished by the exercise of authority in a durable power of attorney

executed by my husband, and (e) any and all shares of stock, bonds, IRA accounts, pension and/or profit sharing plans, securities, certificates of deposit and deposit receipts, registered or otherwise); to release my dower or like interests with respect to any property, and to execute and deliver deeds, leases and other instruments for such purposes; and to set up and carry reserves for repairs, improvements, upkeep, and obsolescence of real and personal property; to eject, remove, or relieve tenants or other persons from, and to recover possession of such property, real, personal, or mixed; and to deal with the United States government, or agencies thereof, in the negotiating and executing of any contract; and to apply for and receive registration cards, certificates of title and license plates for automobiles.

4. **Borrow/Mortgage.** To borrow money, mortgage property, or complete, extend, modify, or renew any obligations, giving either secured (including but not restricted to real estate mortgages, stock certificates and/or insurance policies as collateral) or unsecured, negotiable or nonnegotiable obligations of the undersigned, at a rate of interest and upon terms satisfactory to my Attorney-in-Fact; to likewise lend money, either with or without collateral; to extend or secure credit; and to guarantee and insure the performance and payment of obligations of another person, firm, or corporation in the furtherance of any business of mine.

5. **Banks/Lending Institution.** To open, maintain, or close bank accounts, savings or checking, or to do any business with any banking or lending institution, including any savings and loan association or any insurance company, in regard to any savings or checking account of mine, to make deposits and withdrawals, obtain bank statements and passbooks, to collect or receive funds, to sign, endorse, or execute checks, drafts, money orders, warrants, certificates, or vouchers payable to me by any person, firm, or corporation, including political corporations, and including the United States of America, including but not restricted to allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law or regulations.

6. **Safety Deposit Box.** To contract with any institution for the maintenance of a safety deposit box in my name; to have access to all safety deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safety deposit box was executed by me (either alone or jointly with others) or by my Attorney-in-Fact in my name; to add to and remove from the contents of any such safety deposit box and to terminate any and all contracts for such boxes.

7. **Pay Taxes.** To pay all taxes, city, county, state, or federal, including, but not restricted to, real estate taxes, special assessments, personal property taxes, monies and credit taxes, and income taxes, and to receive appropriate receipts thereof; to prepare, execute, file, and obtain from the government income and other tax returns, state and federal, and other governmental reports, applications, requests, and documents, including any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority; to take any appropriate action to minimize, reduce, or establish nonliability for taxes whether now or hereafter unlawfully or illegally assessed against me; to receive or sue or take appropriate action for refunds of same; to appear for me and to represent me before the Internal Revenue Service and/or United States Department of the Treasury and/or any state tax commission, or any unit, division, agent, or employee thereof, in connection with any matter involving federal or state taxes in which I may be a party; to do everything whatsoever requisite and necessary to be

done in the premises and to receive refund checks; to engage, compensate, and discharge attorneys, accountants, and other tax and financial advisors and consultants to represent me and/or to assist me in connection with any and all tax matters involving or in any way related to me or to any property in which I have or may have an interest or for which I have or may have responsibility; and to execute waivers of the statute of limitations and to execute closing agreements as fully as I might do if done in my own capacity (and I hereby request and direct that all correspondence, documents, and other communications regarding any tax matters with respect to which my Attorney-in-Fact is hereby authorized to act be addressed to the said Attorney-in-Fact at the address said Attorney-in-Fact directs).

8. **Corporate Meetings.** To act as proxy, with full power of substitution, at any corporate meeting, and to initiate corporate meetings for my benefit as stockholder, in respect of any stocks, stock rights, shares, bonds, debentures, or other investments, right, or interest I may now or hereafter hold, as fully as I might do if personally present and acting in my own behalf, including, but not restricted to, the right to join in or oppose any plans for changes in organization.

9. **Securities.** To buy, sell, assign, or transfer stocks, bonds, and securities; to invest and reinvest, or exchange any existing assets, including but not restricted to common and preferred stocks, annuities, and life insurance, in any income-producing contracts or property or securities, real or personal, including the purchase of United States government bonds eligible for redemption at par plus accrued interest in payment of federal estate tax; to demand and receive interest, dividends and other amounts due me; and, not limited by the generality of the foregoing, to take out life insurance upon my life or upon the life of anyone else in whom I have an insurable beneficial interest, naming as beneficiary either me or the insured or the estate of any insured; and to pay the premiums, assessments, and proper charges for such investments or to continue any existing plan of insurance or investment.

10. **Litigation.** To reasonably delay, defend, begin, prosecute, settle, arbitrate, or dispose of any lawsuit, or administrative hearings, claims, actions, attachments, injunctions, arrests, or other proceedings, or otherwise engage in or participate in litigation in connection with any of my assets.

11. **Business.** To carry on a business, or businesses of mine, or to begin new enterprises, in the discretion of the Attorney-in-Fact, and for that purpose to retain and employ or increase therein the capital which as of this date shall be employed therein; and to use fresh capital for any new enterprises; and to incorporate, or to operate as a general partnership, or limited partnership, or sole proprietorship under a trade name.

12. **Professionals.** To employ professional and business assistants of all kinds, including, but not restricted to, attorneys, accountants, real estate agents, appraisers, salesmen, and agents; and to exercise rights that I have retained under agency agreements to which I am and may be a party (hereby releasing any agent from liability for allowing my Attorney-in-Fact so to act in my stead).

13. **Settlement of Any Estate.** To act in the settlement of any estate, in which I have or may have some interest or property due me and to protect, prosecute, and defend such

interests; to petition, apply for, or otherwise obtain original or ancillary letters of administration, or letters testamentary; to receive and give acquittance for all sums of money, debts, and accounts whatsoever, which are or shall become due, owing and payable to me; to appear, waive a bond or other security, and to deduct reasonable expenses from any share due me.

14. **Transfers.** To make transfers of any of my assets, whether real or personal, to any revocable trust which I have established or might establish in the future and in which I am named as the "Grantor" or "Settlor," and to exercise, with the consent of the Trustee of any such Living Trust, rights that I may have to withdraw property from such Living Trust. (hereby releasing the Trustee from any liability for giving such consent in the exercise of its best judgment). This power should not be considered a general power of appointment to the Attorney-in-Fact. Should the provisions of the Code be modified or amended to cause the special power of appointment created hereunder to be treated by retroactive application thereof as a taxable general power of appointment under current law, then the special power of appointment created hereunder shall thereupon be treated as void except to the extent previously exercised by my Attorney-in-Fact.

15. **Gifts to Descendants.** To make gifts of any real or personal property in any amount or amounts (within the amount of the gift tax annual exclusion) outright to, or in any trust for, my descendants so as to minimize my federal estate taxes payable at my death. Under no circumstances may any gift be made during any calendar year which is in excess of the applicable gift tax annual exclusion available (as currently set forth in Section 2503 of the Code). Notwithstanding anything to the contrary in this paragraph, any gifts made to any of my children shall be allowed and authorized herein only if gifts equal in value are made to all of my children in the same calendar year. If any of my children is deceased and has surviving descendants at the date of such gift, such deceased child's gift shall be distributed among his or her surviving descendants, *per stirpes*. Except for gifts made to my grandchildren pursuant to the preceding sentence, any gifts made to any of my grandchildren shall be allowed and authorized herein only if gifts equal in value are made to all of my grandchildren in the same calendar year. Gifts pursuant to this power may be made outright, in trust, to a legal guardian, or to a custodian of a custodial account.

16. **Payments on Behalf of Descendants.** To make or continue to make payments of the kind and nature made by me to or for my descendants including educational expenses and medical care for the benefit of my descendants. Such payments shall be made directly to the educational organization or health care provider and otherwise qualify for the gift tax exclusion under Section 2503(e) of the Code and the regulations thereunder.

17. **Charitable Pledges.** To satisfy any charitable pledges I may have made.

18. **Retirement, Pension or Government Benefits.** To apply for or qualify me to receive any retirement, pension, or government benefits and to receive, endorse, and collect the proceeds of any retirement, pension, or government benefits (including social security, Medicare, and/or Medicaid, and/or railroad benefits, if applicable) which I may be receiving either as checks payable to or to the order of the undersigned or as direct deposits to an account in the name of the undersigned, including the transfer of such funds to or from any account in the name of the undersigned and/or the authority to change the existing direct deposit

instructions to an alternate account in the name of the undersigned; to have full rights and authority to access such accounts and funds; and to act on my behalf pursuant to the terms of this Power of Attorney.

19. **Disclaim.** To disclaim any power, property, or interest in property (present or future) to be given, bequeathed, devised, passing by intestacy, or distributed in any way to me or any trust for my benefit, in whole or in part, with full power of substitution of judgment in this regard.

* * * * *

Authorization. I hereby give and grant my Attorney-in-Fact full power and authority to do and perform each and every act, deed, matter, and thing whatsoever in and about my property and affairs as fully and effectually to all intents and purposes as I might or could do if personally present, with full power of revocation and substitution; I do expressly declare that the construed powers herein granted to my Attorney-in-Fact shall not be construed as limited to those matters hereinbefore specifically set forth, but rather shall be construed to broadly include and embrace full and unlimited power and authority to do and perform, on my behalf in my place and stead and with equal validity, and any and all other lawful acts or things which I could do if personally present; and I do hereby ratify all that my Attorney-in-Fact shall lawfully do or cause to be done by virtue thereof; provided, however, that nothing herein shall give or grant the power to execute a Will or to change a Will or other testamentary instrument.

Revocability. I further direct that this Power of Attorney shall take effect as provided herein and shall be irrevocable except as herein otherwise expressly stated, and if real estate of mine is involved and this instrument has been recorded in a public office, this instrument, as to such real estate, shall not be revocable unless and until such time as there is filed of record a duly acknowledged revocation of this instrument in the same public office in which the instrument containing this power is recorded.

Effective date. This Power of Attorney shall become effective on the date of execution hereof and shall continue effective until it is revoked by me in writing. This instrument may be recorded in a public office but need not necessarily be so recorded. This power, as between my Attorney-in-Fact and me, may be revoked at any time by prior written notice to my Attorney-in-Fact stating the date on which such revocation shall be effective; but, with regard to any revocation by operation of law, including death, anyone else in good faith relying upon the exercise of these powers by my Attorney-in-Fact may rely upon this instrument for its continuing validity.

Invalid Provision. If any provision of this durable power of attorney or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this durable power of attorney that can be given effect without the invalid provision or application and to this end the provisions of this durable power of attorney are severable.

Code. All references in this Power of Attorney to the "Code" shall be to the *Internal Revenue Code of 1986*, as amended. For purposes of this Power of Attorney, the term

Bill Status

Paid 4266.59 on 10/06/22 at 11:34:03 AM

Taxpayer

BOUNNELL HARRY L & BONNIE S
PO BOX 39

CRESTWOOD, KY 40014

Property Class	Assessment
EXEMPTION	40500
REAL ESTATE	390000
ERU*100	100

This information is believed to be up-to-date and accurate as of close-of-business on the previous business day, but is not warranted.

Close and return to Search

Bill Number

2349

Bill Date

10/1/2022

Dist

09

Map Number

33-33A-02-11&12

Description

HOUSE & LOT

Location

FLOYDSBURG RD 7805

If Paid

Amount

by 11/01/22

4266.59

by 12/31/22

4353.66

by 01/31/23

4571.34

after 01/31/23

5267.93

The last record in this database was saved on 11/17/22 at 4:42:41 PM

CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify that the consideration of \$162,500.00, reflected in this Deed is the full consideration paid for subject property.

GRANTOR(S)

GRANTEE(S)

[Signature]
R. M. MYERS, JR.
[Signature]
IDA B. MYERS

[Signature]
HARRY L. BOUNNELL
[Signature]
BONNIE S. BOUNNELL

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing Consideration Certificate was acknowledged and sworn to before me this 15th day of July, 1996, by R. M. MYERS, JR., and IDA B. MYERS, husband and wife, GRANTORS, and by HARRY L. BOUNNELL and BONNIE S. BOUNNELL, husband and wife, GRANTEES.

My commission expires: August 16, 1997

[Signature]
NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

THIS INSTRUMENT PREPARED BY:

[Signature]
ROBERT C. ENGLISH, ATTORNEY
English & Stilger P.S.C.
10213 Linn Station Road, Suite 2
Louisville, KY 40223

DOCUMENT NO: 149465
RECORDED ON JULY 17, 1996 10:02:23AM
TOTAL FEES: \$12.00
TRANSFER TAX: \$162.50
COUNTY CLERK: ANH B. BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: JEAN WALLACE

BOOK 700 PAGE 378

THIS DECLARATION AND DEED OF RESTRICTIONS made this 16 day of January, 1965, by A. E. McMahan, Clarence W. Stoess, and Bobby R. Stone.

WITNESSETH: That the above named persons, being the sole owners and developers of a subdivision of town lots known as "Johnston Property" located in the Floydsburg community of Oldham County, Kentucky, as shown in Plat Book 1, page 50, in the office of the County Court Clerk of Oldham County, Kentucky, do hereby make and impose certain restrictions upon each of the lots in said subdivision as follows:

1. All residences erected on said lots must face Crestwood-Floydsburg Road.
2. All residences shall be single family private residences. No house trailers, basements, tents, garages or outbuildings or temporary structures shall be used as a residence on any site. No more than one dwelling house designed for occupancy by a single family shall be erected on any one lot.
3. All residences erected on building sites must contain 1200 square feet for one floor plan, or if residence is part one story and part two stories or full two stories, the first floor shall have a minimum of 1000 square feet.
4. All residences erected thereon shall have exterior walls of brick, brick veneer, stone or stone veneer. Residences having exterior walls of a combination of wood and brick or stone shall be constructed only with the approval of the above named developers of said lots.
5. The front of all residences including bay windows, porches, etc. shall be restricted to the set back of 60 feet from the front property line.
6. Only one residence may be erected on each building site.
7. Any fence constructed from front of house to Crestwood-Floydsburg Road must be plank, picket, or rail. No woven wire will be permitted.
8. All building sites or lots to be used for private residential purposes only.
9. No cattle, swine, poultry or other like animals shall be raised on any site. No pen or kennel for commercial purposes shall be allowed on any site.

In Testimony Whereof, witness the signature of each of the developers of said subdivision this the day and year first above written.

A. E. McMahan
A. E. McMahan

Clarence W. Stoess
Clarence W. Stoess

Bobby R. Stone
Bobby R. Stone

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

I, William C. Taylor, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument

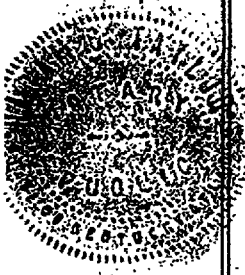
of writing was this day produced to me in said county and there signed and acknowledged before me by A. E. McMahan, Clarence W. Stoess, and Bobby R. Stone, parties thereto, to be their act and deed.

BOOK 100 PAGE 379

Given under my hand and seal of office this 16th day of January, 1965.

My Commission expires 4-11-65.

William Taylor
Notary Public, Kentucky State at Large



The above Deed of Restrictions was prepared by H. Elliott Netherton, La Grange, Kentucky.

H. Elliott Netherton

I, Helen S. Bowman, Clerk of the Oldham County Court, in the State of Kentucky, do certify that the foregoing DECLARATION AND DEED OF RESTRICTIONS was on this day produced to me in my office at 2:35 o'clock P.M., lodged for record and ordered to be recorded; that I have recorded it and this certificate in my office.

Witness my hand this 19th day of January 1965.

Helen S. Bowman CLERK.

XX

This Deed, made this 14th day of January, 1965,

between JOE F. COX and LOUISE COX, his wife, parties of the first part, and TEDDY RAY ADAMS, unmarried, party of the second part,



Witnesseth, That for the consideration hereinafter set forth, the parties of the first part hereby convey to the party of the second part, in Fee Simple,

and with covenant of General Warranty, the property in ~~Jefferson~~ ^{Oldham} County, Kentucky, hereinafter described, further covenanting lawful seizin of the estate hereby conveyed, with full right to dispose of the same, and that it is free of all encumbrances, except all taxes for the year 1965 and all taxes thereafter, which party of the second part assumes and agrees to pay.

The consideration is Valuable, receipt of which is hereby acknowledged.

CERTIFICATE OF
LAND USE RESTRICTION

1. NAME AND ADDRESS OF PROPERTY OWNERS:

R.M. MYERS
Name

7805 FLOYDSBURG ROAD, CRESTWOOD
Address

(APPLICANT: GLENN BRYANT

9400 FLOYDSBURG ROAD, LOUISVILLE 40245)

2. ADDRESS OF SUBJECT PROPERTY:

7910 FLOYDSBURG ROAD, CRESTWOOD

Map Book CITY OF FLOYDSBURG Page 33A Parcel 1 & 2

3. CURRENT ZONING CLASSIFICATION OF PROPERTY: C-1 LOCAL BUSINESS DISTRICT

4. NAME OF SUBDIVISION OR DEVELOPMENT (if applicable):

5. TYPE OF RESTRICTIONS (Check all that apply):

_____ Zoning Map Amendment (from _____ Zone to _____ Zone)

_____ Development Plan

_____ Binding Elements

_____ Subdivision Plat

Variance (from Section 601 of the Comprehensive Zoning Ordinance for Oldham County)

_____ Conditional Use Permit

_____ Other (specify) _____

OVER

6. NOTWITHSTANDING THE RESTRICTIONS INDICATED IN ITEM 5, THE FOLLOWING RESTRICTIONS SHALL APPLY TO THE SUBJECT PROPERTY:

Application has been approved for a Variance that will allow the construction of a porch 17 feet from the front property line requiring a variance of three feet, with the condition that the porch remain open and unenclosed.

7. THESE RESTRICTIONS WERE ADOPTED BY OLDHAM COUNTY BOARD OF ADJUSTMENTS AND APPEALS
Commission, Board or

Legislative Body

ON AUGUST 19, 1993 FOLLOWING A PUBLIC HEARING ON
Date

DOCKET 2132
Docket or Ordinance Number

8. NAME AND ADDRESS OF BODY WHICH MAINTAINS THE ORIGINAL RECORDS CONTAINING THE RESTRICTIONS:

Oldham County Planning and Zoning Commission
Oldham County Courthouse, Second Floor
100 West Main Street
La Grange, Kentucky 40031

8-30-93
Date

Joseph M. Schoenbaechler
Administrator
Oldham County Planning & Zoning

TAX PAID
ORDERED & RECEIVED
53 OCT -7 PM 2:31
DAVIS
OLDHAM COUNTY CLERK

BOOK 2 PAGE 123

Doc. No. ³⁰² 10 pages ³⁰²

CONVEYANCE OF RIGHT-OF-WAY

The undersigned R. M. Myers, Jr. and Ida Myers, his wife

of Oldham County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (Said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, etc., together with all poles and equipment appropriate in connection therewith over and under our property located on the East Side of Floydaburg Road, South of Cherry Lane

Anchors, guys and equipment as constructed to determine the location of easement.

in Oldham County, Kentucky, title to which was acquired by us by Deed dated the 26 day of October, 1926, and recorded in Deed Book 152, Page 382, in the County Clerk's Office of Oldham County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 19 day of SEPTEMBER, 1929.

R. M. Myers, Jr.
Ida Myers

WITNESS:

STATE OF KENTUCKY)
COUNTY OF OLDHAM) SS

I, M. C. BOUTON, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced before me in said County and State by R. M. MYERS, JR. and IDA MYERS his wife and acknowledged and delivered by them to be their act and deed.

My Commission expires JULY 7, 1983

Witness my hand this 19 day of SEPTEMBER, 1977.

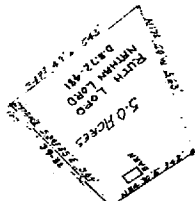
M. C. Bouton
Notary Public
Notary Public, State of Kentucky

This instrument prepared by
Middleton, Routlinger & Baird
501 E. Second Street
Louisville, Kentucky 40202
MIDDLETON, RUTLINGER & BAIRD

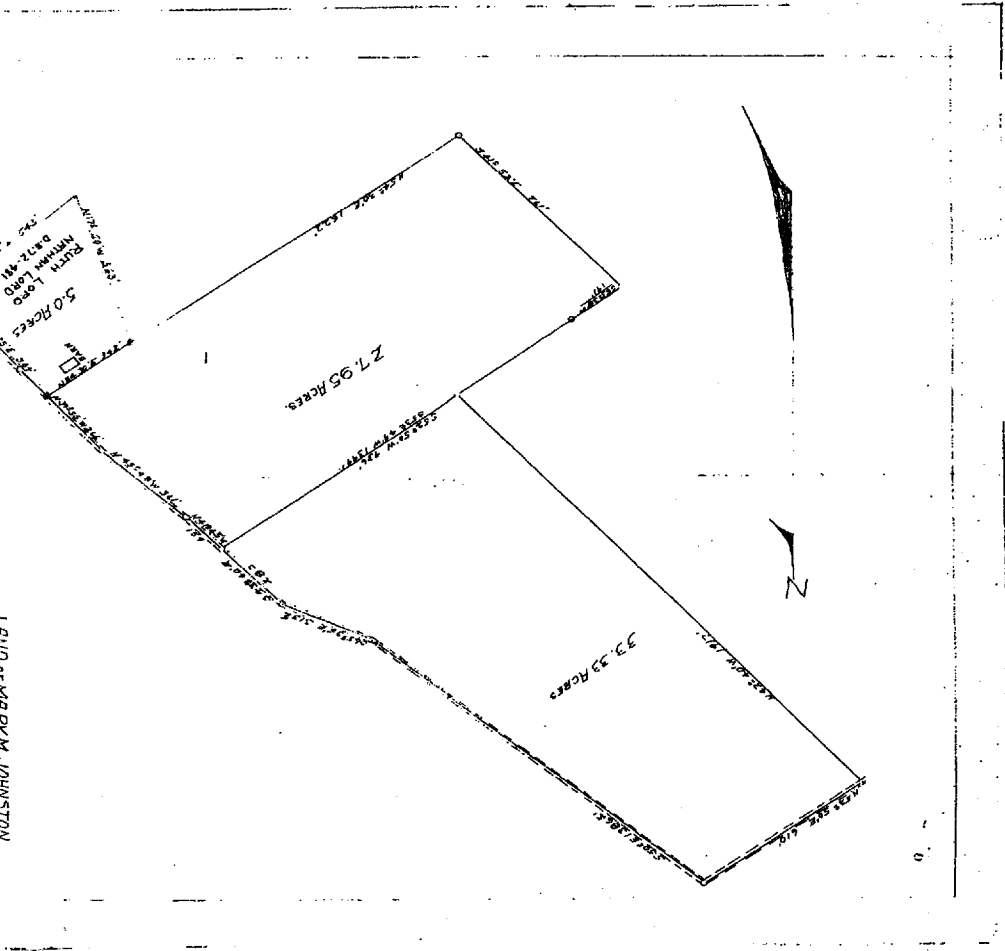
BY Paul Arthur Heuler

RECORDED
BOOK 210 PAGE 304
SERIAL DEC 22 PM 11 35
Wanda R. Hines
MIDKEMPTON COUNTY, KY.
5684

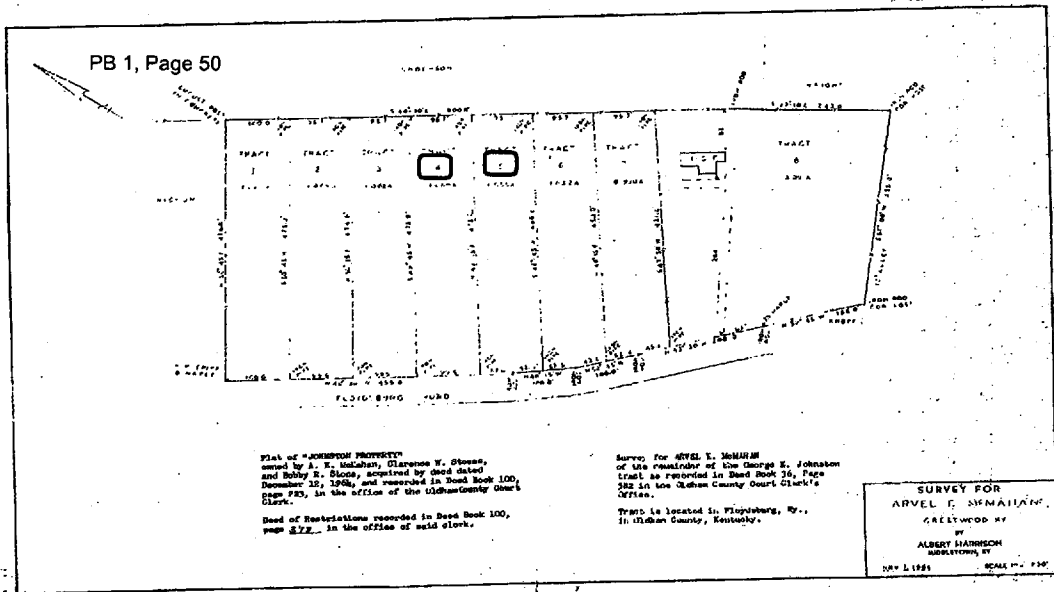
SCALE 1/2"=200'



LAND OF MR RYM JOHNSTON
SCALE 1/2"=200'



PB 1, Page 50



Plat of "JOHNSON PROPERTY" owned by A. E. McLaughlin, Clarence W. Stearns, and Ruby E. Stone, executed by deed dated December 12, 1908, and recorded in Book 100, page 275, in the office of the Oldham County Clerk.

Deed of Restrictions recorded in Book 100, page 272, in the office of said clerk.

Survey for ARVEL E. McLAUGHLIN of the remainder of the George E. Johnson tract as recorded in Book 76, Page 582 in the Oldham County Court Clerk's Office.

Tract is located in Fishersburg, Ky., in Oldham County, Kentucky.

SURVEY FOR
ARVEL E. McLAUGHLIN,
GAELEWOOD KY
BY
ALBERT HARRISON
SURVEYOR, KY
JAN 1, 1934 SCALE 1/2" = 200'

PLAT OF "JOHNSON PROPERTY" - Fishersburg, Ky., owned by A. E. McLaughlin, Clarence W. Stearns, and Ruby E. Stone, executed by deed dated December 12, 1908, and recorded in Book 100, page 275, in the office of the Oldham County Clerk.

Part of Restrictions recorded in Book 100, page 272, in the office of said clerk.

I, John S. Jordan, Clerk of the Oldham County Court, in the State of Kentucky, do hereby certify that the foregoing plat was prepared and obtained in my office in full accordance with the laws and regulations of this State, and that the same is a true and correct copy of the original as filed in my office on the 12th day of January, 1934.

Witness my hand and the seal of said County Court, this 12th day of January, 1934.

John S. Jordan
Clerk Oldham County Court