



MASTER DECLARATION

Covenants, Conditions and *Restrictions*

For Saddler's Ridge

Sharkey Farm Subdivision — Jessamine County, Kentucky

DECLARANT

IVD Sharkey LLC

ASSOCIATION

Saddler's Ridge Property Owners Association,
Inc.

PROPERTY

5364 Keene—South Elkhorn Road
Nicholasville, Kentucky 40356

STATUS

Draft for review
June 24, 2026

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Background and Recitals

THIS MASTER DECLARATION is made on the date set forth below by IVD Sharkey LLC, a Kentucky limited liability company (the “Declarant”), having a mailing address of 810 Bull Lea Run, Suite 300, Lexington, Kentucky 40511.

WHEREAS, Declarant is the owner of certain real property located at 5364 Keene–South Elkhorn Road, Jessamine County, Kentucky 40356, which Declarant is developing as a residential subdivision to be marketed as “Saddler’s Ridge” (the “Property” or the “Properties”), the legal description of which is attached as Exhibit A; and

WHEREAS, the subdivision is being developed in phases, and Declarant intends to subject the initial phase to this Declaration now and to submit additional phases by Supplemental Declaration or Declaration of Submission as each phase is platted and recorded; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Saddler’s Ridge, to maintain the high-quality residential character of the community, and to that end to subject the Property to the covenants, conditions, restrictions, servitudes and easements set forth herein, all of which shall run with the land and be binding on all parties having any right, title or interest in the Property; and

WHEREAS, Declarant has caused, or will cause, the Saddler’s Ridge Property Owners Association, Inc. (the “Association”) to be incorporated under KRS Chapter 273 for the purpose of administering and enforcing this Declaration and maintaining the Common Areas.

NOW, THEREFORE, Declarant declares that the Property shall be held, sold, conveyed, used, occupied and improved subject to the following, which shall run with the Property and bind all Owners and their heirs, successors and assigns.

ARTICLE I

Definitions

The following terms, when capitalized, shall have the meanings set forth below.

Section 1. “ACC” or “Architectural Control Committee” means the committee established under Article XI to administer the Design Review Guidelines and architectural standards.

Section 2. “Approved Colors” means the earth-tone color palette expressly approved by the ACC. Yellow, green, orange, red, blue, pink and purple are not Approved Colors regardless of shade or tint.

Section 3. “Assessments” means the annual, special and individual assessments levied by the Association under Article X.

Section 4. “Association” means Saddler’s Ridge Property Owners Association, Inc., a Kentucky non-profit corporation, and its successors and assigns.

Section 5. “Builder” means any Person who purchases one or more Lots for the purpose of constructing a residence for resale and who is approved by Declarant.

Section 6. “Common Area” means all real and personal property now or hereafter owned by or dedicated to the Association for the common use and enjoyment of the Owners, including entrance features, signage, landscaped islands, detention/retention basins, open space, and stormwater facilities not dedicated to or maintained by a public authority.

Section 7. “Community-Wide Standard” means the standard of conduct, maintenance, architecture and aesthetics established by this Declaration and the Design Review Guidelines and as may be more specifically determined by the ACC and the Board.

Section 8. “Construction Deposit” means the refundable deposit described in Article X held by the Association as security for compliance during construction.

Section 9. “Declarant” means IVD Sharkey LLC and any successor or assign to whom Declarant expressly assigns its rights hereunder, including affiliated phase-development entities.

Section 10. “Design Review Guidelines” means the architectural and design standards, specifications and review procedures adopted by Declarant (and thereafter the ACC) for Saddle’s Ridge, as amended from time to time, which are incorporated herein by reference.

Section 11. “Governing Documents” means this Declaration, the Articles of Incorporation and Bylaws of the Association, the Design Review Guidelines, and any rules, Supplemental Declarations or Declarations of Submission adopted hereunder.

Section 12. “Lot” means each numbered residential building lot shown on a recorded plat of any phase of the Property.

Section 13. “Member” means every Owner who, by virtue of Lot ownership, is a member of the Association.

Section 14. “Owner” means the record owner of fee simple title to any Lot, excluding any party holding title merely as security for performance of an obligation.

Section 15. “Supplemental Declaration” / “Declaration of Submission” means an instrument that subjects additional phases or property to this Declaration or that supplements its terms as to a particular phase.

— ARTICLE II

Property Rights

Section 1. Owners’ Easements of Enjoyment. Every Owner has a right and non-exclusive easement of enjoyment in and to the Common Area, appurtenant to and passing with title to each Lot, subject to the rights of the Association to regulate, suspend (for non-payment of Assessments or rule violations), and dedicate or grant easements over the Common Area.

Section 2. Delegation of Use. An Owner may delegate the right of enjoyment to family members, tenants and invitees, subject to the Governing Documents.

Section 3. Title to Common Area. Declarant may retain or convey the Common Area to the Association free of monetary lien, at or before termination of the Class B control period.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner is a Member of the Association. Membership is appurtenant to and inseparable from Lot ownership.

Section 2. Classes of Membership. The Association has two classes of voting membership:

- **Class A Members** are all Owners other than the Declarant, with one (1) vote per Lot owned.
- **Class B Member** is the Declarant. The Class B membership and Declarant control shall continue until the earliest to occur of: (i) the date on which Certificates of Occupancy have been issued for eighty-five percent (85%) of the Lots in the total planned development and those Lots have been conveyed to Owners other than the Declarant or a Builder; (ii) January 1, 2036; or (iii) such earlier date as the Declarant voluntarily elects to terminate Class B control.

Section 3. Professional Management. The Declarant shall retain and compensate a professional homeowners-association management company to manage the operations of the Association and the community. The cost of such professional management shall be included in the annual costs of the Association and funded through the annual Assessment.

ARTICLE IV

Easements, Property Rights and Maintenance

Section 1. Utility and Drainage Easements. Declarant reserves blanket easements over each Lot and the Common Area for the installation, maintenance and repair of utilities (water, electric, gas, communications) and drainage and stormwater facilities, as shown on the recorded plats or as reasonably required.

Section 2. Entry Feature and Landscape Easements. Declarant reserves easements for entrance monuments, subdivision signage, irrigation, lighting and landscaping within Common Areas and Lot frontages.

Section 3. Maintenance. The Association shall maintain the Common Areas, entrance features, and any stormwater facilities not accepted for public maintenance. Each Owner shall maintain that Owner's Lot to the Community-Wide Standard.

ARTICLE V

Insurance and Casualty Losses

The Association shall obtain and maintain property insurance on the insurable Common Area improvements, commercial general liability insurance, and fidelity coverage as the Board deems prudent and as required by the Governing Documents. Insurance proceeds shall be applied to repair or replacement of the damaged Common Area unless the Members vote otherwise as permitted by law. Each Owner is responsible for insuring that Owner's Lot and dwelling.

ARTICLE VI

No Partition

There shall be no judicial partition of the Common Area, nor shall any Owner or other Person seek such partition, so long as the Common Area is owned by the Association for the benefit of the Members.

ARTICLE VII

Condemnation

If any Common Area is taken by eminent domain or conveyed in lieu thereof, the award shall be paid to the Association and applied as determined by the Board consistent with the Governing Documents and Kentucky law.

ARTICLE VIII

Annexation of Additional Property (Phasing)

Section 1. Phased Development. Saddler's Ridge is being developed in phases. Declarant reserves the unilateral right, without the consent of any Owner, Member or Mortgagee, to subject additional phases and property to this Declaration by recording a Declaration of Submission or Supplemental Declaration as each phase is platted. Upon recording, the annexed property becomes part of the Properties and its Owners become Members.

Section 2. Supplemental Standards. A Supplemental Declaration may impose additional or different covenants applicable only to the phase it describes, provided such covenants are not inconsistent with the Community-Wide Standard.

ARTICLE IX

Rights, Obligations, and Duties of the Association

The Association shall have all powers of a Kentucky non-profit corporation and the authority to: (a) own, maintain and improve the Common Area; (b) levy and collect Assessments and enforce liens; (c) adopt and enforce rules and the Design Review Guidelines; (d) contract for management, insurance and services; (e) impose fines and exercise the enforcement remedies in Article XIII; and (f) employ a professional manager or self-manage as the Board determines. During the Class B period, the Declarant shall appoint and remove the directors and officers.

ARTICLE X

Assessments

Section 1. Annual Assessment. Each Lot is subject to an annual Assessment to fund Common Expenses. The initial annual Assessment is \$1,200 per Lot (per home), payable annually, subject to adjustment by the Board.

Section 2. Capital Contribution at Closing. Upon the initial conveyance of each Lot and upon each subsequent resale, the purchaser shall pay the Association a one-time working-capital contribution of \$500.

Section 3. Construction Deposit. each Owner shall post a non-refundable \$5,000 Construction Deposit with the Association, due at the closing of the Lot. This deposit is applied to the cost of ACC review of house plans, the installation of required street trees, the percolation testing for the individual Lot's sewer (septic) leach beds payable to the Jessamine County Health Department, and the funding of the community mail kiosk (cluster box units) and related improvements; it is not refundable.

Section 4. Late Charges. Any Assessment not paid within thirty (30) days of its due date shall bear a late charge of ten percent (10%) of the amount due plus interest at eighteen percent (18%) per annum, and shall constitute a continuing lien on the Lot enforceable by the Association.

ARTICLE XI

Design Review Guidelines and Architectural Standards

Section 1. Architectural Control Committee. The ACC shall consist of up to five (5) members appointed by the Declarant during the Class B period. Declarant intends to engage a licensed architect to lead the ACC. After transfer of control, the ACC shall include at least one Owner from each product category then existing in the community. No improvement, construction, exterior alteration or color change may be undertaken without prior written ACC approval.

Section 2. Plan Approval Process. Complete plans must be submitted to the ACC. The ACC shall act within forty-five (45) days of receiving a complete submission. If the ACC fails to respond within forty-five (45) days, the submission shall be deemed DENIED.

Section 3. Approved Architectural Styles. Residences shall be designed in one of the following styles, consistent with the Design Review Guidelines: Federal, Georgian, Greek Revival, Southern Farmhouse, French Country, Transitional, and Modern Farmhouse.

Section 4. Minimum Floor Area. Minimum finished and habitable square footage (exclusive of garage, finished basement and open porches) shall be:

One-story	2,800 sq ft
One-and-one-half-story	3,200 sq ft
Two-story	3,600 sq ft

Section 5. Height and Stories. No residence shall exceed two-and-one-half (2.5) stories or forty-five (45) feet in height.

Section 6. Setbacks. Minimum setbacks: front fifty (50) feet measured from the back of curb; side twelve (12) feet; rear fifty (50) feet, corner lots must meet minimum front yard setbacks on both street frontages, or as shown on the recorded plat, whichever is greater.

Section 7. Approved Exterior Wall Materials. Permitted exterior wall materials are: painted full-bed-depth brick (required on street-facing elevations), natural stone, smooth-lap fiber-cement siding (James Hardie or equivalent), cedar shake, board-and-batten, and true three-coat stucco.

Section 8. Prohibited Exterior Wall Materials. The following are prohibited: all vinyl siding; aluminum siding; T1-11; exposed concrete masonry units (CMU) on visible elevations; EIFS/Dryvit on street-facing elevations; and thin brick veneer on street-facing elevations.

Section 9. Roofing. Add roof pitch must be no less than 8/12. Architectural-grade asphalt shingles (30-year minimum) are required; standing-seam metal is permitted as an accent; slate and synthetic slate are permitted. Three-tab shingles, rolled roofing, and exposed-fastener corrugated roofing are prohibited. The primary roof pitch shall be a minimum of eight-in-twelve (8/12) unless otherwise approved by the ACC.

Section 10. Windows. Windows shall be of high quality and consistent with the home's architectural style; no specific manufacturer or brand is required, and custom-made windows are permitted, provided they meet the Association's quality and appearance standards. Bare (unclad) vinyl windows are prohibited on street-facing elevations. Window frame color shall be black, dark bronze, white, or color-matched to the approved exterior palette.

Section 11. Grilles / Muntins. Simulated divided lites (SDL) with interior and exterior muntins and spacer bar are required on street-facing windows. Grilles-between-glass (GBG) only are not acceptable on street-facing elevations; true divided lites (TDL) are always acceptable. Muntin patterns shall conform to the chosen architectural style per the Design Review Guidelines (e.g., Federal/Georgian 6/6, 9/9, 12/12; Greek Revival 6/6, 2/2; Farmhouse 2/2, 6/1, 4/4; French Country 6/6 with arched transoms).

Section 12. Front Doors. Front entry doors shall be finished in neutral colors only (e.g., black, charcoal, bronze, natural-stained wood, or other earth-tone neutral approved by the ACC). High-chroma or accent door colors are not permitted.

Section 13. Approved Colors. Exterior body, trim and accent colors shall be limited to the earth-tone Approved Colors, together with white and black/charcoal neutrals for Farmhouse, Transitional and Modern Farmhouse styles. Yellow, green, orange, red, blue, pink and purple are prohibited regardless of shade. No residence shall be finished in an all-black exterior body color; black is permitted for trim, accents and approved two-tone schemes (e.g., black-and-white farmhouse), subject to ACC approval.

Section 14. Garages. Each residence shall have an attached garage of not fewer than three (3) car bays (3-car minimum); **Garage Doors.** All garage doors visible from any street shall be of an upgraded, architectural style complementary to the dwelling. Plain, flush, or single-flat-panel doors of unfinished or mill-finish aluminum or steel are prohibited. Each door shall incorporate a raised-panel, recessed-panel, or carriage-house design and shall include a decorative top row of windows (or comparable glazing) unless the Architectural Control Committee approves an alternative in writing. Doors shall be insulated steel, wood, composite, or fiberglass, and shall be painted or

factory-finished in a color harmonious with the dwelling's exterior. The Architectural Control Committee shall have final approval over garage door style, material, color, and configuration. side-entry garages are required

Section 15. Driveways. Driveways shall be constructed of concrete, brick or pavers. Asphalt driveways are prohibited. The driveway width at the point of connection to the street shall not exceed fourteen (14) feet, which may be expanded to a maximum of sixteen (16) feet upon ACC approval based on lot configuration.

Section 16. Mailboxes. Mail delivery shall be by cluster box units (CBU) at locations approved by the U.S. Postal Service; the Association shall maintain the CBU structures. Individual post-mounted mailboxes are not permitted except as the postal authority requires.

Section 17. Fences. Perimeter fencing on Lots shall be black four-plank (4-board) wooden fence. Interior fencing, including fencing around a pool, may be black aluminum or wrought-iron. Chain-link and privacy fencing are prohibited. On perimeter Lots, the required fence shall be installed within one hundred twenty (120) days of issuance of the Certificate of Occupancy. Pool fencing is not required by the Association; however, if a pool fence is installed, it shall be black aluminum or wrought-iron and is subject to ACC approval.

Section 18. Trees and Landscaping. Declarant or the Owner shall install three (3) trees per Lot, of a species selected by the ACC, by the time of Certificate of Occupancy, funded from the Construction Deposit if available.

(b) Front and Street-Facing Landscaping; Sodding. Prior to issuance of a Certificate of Occupancy, each Lot shall be fully landscaped, together with foundation plantings and landscape beds as approved by the ACC. All front yards, side yards, and any other yard area facing a street shall be sodded (not seeded). Rear-yard areas that do not face a street may be established by seed in lieu of sod. All landscaping shall thereafter be maintained by the Owner in a healthy, living, and well-kept condition, and any dead or diseased material shall be promptly replaced.

(c) Permanent Irrigation Required. Each Lot shall be served by a permanent, in-ground automatic irrigation system that provides complete coverage of all front-yard and street-facing yard areas and all associated landscaping and landscape beds. For

purposes of this Section, “permanent irrigation system” means a professionally installed, underground, automatically controlled (timer- or controller-operated) sprinkler and/or drip system; hoses, above-ground sprinklers, and other temporary or portable watering devices do not satisfy this requirement. The irrigation system shall be installed and fully operational prior to issuance of a Certificate of Occupancy, and the Owner shall thereafter maintain it in continuous good working order. At a minimum, all yard and landscaped areas visible from any street shall be covered by the system; coverage of side and rear yards is encouraged but not required unless otherwise directed by the ACC. The design, coverage, and water source of the irrigation system are subject to ACC approval.

(d) Screening of Utility and Service Equipment. Any above-ground utility or service equipment located on a Lot and visible from a street — including, without limitation, backflow preventers, electrical transformer boxes, junction boxes, pull boxes and pull stations, cable boxes, telephone and telecommunication boxes, meters, and similar appurtenances — shall be screened from view from the street by living landscaping (such as shrubs or ornamental plantings) installed and maintained by the Owner. Such screening shall be installed prior to issuance of a Certificate of Occupancy, shall be of sufficient height and density to substantially screen the equipment at maturity, and shall be maintained in a healthy, living condition and promptly replaced if dead or diseased. No screening shall be installed in a manner that obstructs required access to, or the safe operation of, any utility equipment, and all screening shall comply with any clearance requirements of the applicable utility provider. The plant species, placement, and extent of screening are subject to ACC approval.

ARTICLE XII

Use Restrictions

Section 1. Residential Use. Each Lot shall be used solely for single-family residential purposes.

Section 2. Pools and Hot Tubs. Above-ground pools and above-ground hot tubs are prohibited. In-ground pools and spas require ACC approval. Pool fencing is not required by the Association; if a pool fence is installed, it shall be black aluminum or

wrought-iron and subject to ACC approval.

Section 3. Animals and Livestock. No livestock, poultry or beehives are permitted. Only common household pets are allowed; pets must be leashed when outside the Owner's Lot. No commercial breeding.

Section 4. Home-Based Business. Home occupations are prohibited except for incidental personal or professional use that is not apparent from outside the dwelling, generates no client or customer traffic to the Property, requires no employee parking, and displays no exterior signage.

Section 5. Short-Term Rentals; Minimum Lease. Short-term rentals (any rental or occupancy for a term of fewer than thirty (30) days, including Airbnb, VRBO and similar) are prohibited outright. The minimum lease term is one (1) year (twelve (12) months) to the same tenant, and the Owner shall provide the Association ten (10) days' notice of any lease.

Section 6. Solar / Energy Collectors. Solar collectors and similar devices require ACC approval and shall be installed so as to be integral and harmonious with the dwelling; rear-facing or otherwise non-street-visible installations are favored.

Section 7. Electric-Vehicle Chargers. In-garage EV chargers are pre-approved. Exterior-mounted chargers require ACC approval.

Section 8. Firearms and Weapons. The discharge of firearms is prohibited, including BB guns, pellet guns, bows and crossbows.

Section 9. ATVs / Golf Carts / Off-Road Vehicles. Operation of ATVs and off-road vehicles on the streets and rights-of-way is prohibited; such vehicles shall be stored in a garage. Golf carts may be operated on the streets within the Community by licensed drivers only; operation of golf carts by unlicensed persons or minors is prohibited.

Section 10. Trampolines / Play Equipment. Above-ground trampolines are prohibited. Playground equipment and in-ground basketball goals require prior Developer/ACC approval as to location and screening.

Section 11. Antennas / Satellite Dishes. Satellite dishes are not permitted.

Section 12. Vehicles and Parking. No commercial vehicles, recreational vehicles, boats, trailers or inoperable vehicles shall be parked or stored on a Lot except within an enclosed garage. Routine overnight on-street parking is prohibited.

Section 13. Trash and Refuse. Trash shall be stored in closed containers screened from street view and set out no earlier than the evening before scheduled collection.

Section 14. Window Treatments (Temporary). Temporary window coverings (sheets, canvas, plywood) are permitted for no more than thirty (30) days following occupancy.

Section 15. Holiday Lighting. Seasonal lighting and decorations are permitted within defined windows: Halloween decorations October 1 – November 10; Christmas/winter decorations from Thanksgiving – January 10. A portion of the Association's annual dues revenue shall be allocated to install and maintain community seasonal decorations and lighting for Fall and Christmas themes within the Common Areas and at the community entrance.

Section 16. Lot Subdivision. No Lot shall be subdivided, nor its boundary lines changed, without the prior written approval of the Declarant (during the Class B period) or the Association.

Section 17. Zone Change. No Owner shall apply for or consent to any zoning change, variance or conditional use affecting a Lot without the prior written approval of the Declarant or the Association.

Section 18. Construction Commencement and Completion. Construction of a residence shall commence within eighteen (18) months after the initial Closing on a Lot and shall be completed within eighteen (18) months after the issuance of the building permit.

Section 19. Failure to Commence Construction; Sidewalk Installation and Bond Release. If construction of a residence has not commenced within eighteen (18) months after the initial Closing on a Lot, the Owner shall, at the Declarant's election, either (a) install the sidewalk(s) for the Lot in accordance with the approved subdivision improvement plans, or (b) pay the Declarant the proportionate amount necessary to release the Declarant's subdivision performance/surety bond attributable to that Lot's sidewalk. Declarant will return monies when the sidewalk is installed.

Section 20. Pool Houses and Accessory Structures. An Owner may construct a pool house, provided it conforms to the architectural standards, style and color scheme of the principal dwelling. Such additional structure shall not exceed twenty percent (20%) of the main-level floor area of the home and requires the prior approval of the Declarant.

Section 21. Exterior and Landscape Lighting. All exterior lighting, including landscape lighting, requires the prior approval of the Declarant.

— ARTICLE XIII

General Provisions

Enforcement, duration and amendment.

Section 1. Enforcement and Fines. The Declarant, the Association and any Owner may enforce these covenants by any proceeding at law or in equity. In addition to all other remedies, the Association may, after notice and an opportunity to be heard, levy a fine of \$250 per day for each continuing violation, which fine shall constitute a lien on the Lot.

Section 2. Cure Period and Appeal. Before a fine becomes final, the Owner shall have a thirty (30) day cure period and the right to a fifteen (15) day appeal hearing before the Board.

Section 3. Costs and Attorneys' Fees. In any successful enforcement action, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses.

Section 4. Duration. These covenants run with the land and bind all Owners for an initial term of thirty (30) years, automatically renewing for successive ten (10) year periods unless terminated as provided below.

Section 5. Amendment. During the Class B period, the Declarant may amend this Declaration unilaterally. After transfer of control, amendment requires the affirmative vote of not less than sixty-seven percent (67%) of the votes in the Association.

Section 6. Termination. This Declaration may be terminated only by the affirmative vote of Owners holding a high supermajority of the votes.

Section 7. Phased Recording. This Declaration and each Supplemental Declaration or Declaration of Submission shall be recorded in the office of the County Clerk for Jessamine County, Kentucky, in which all Saddle's Ridge property lies, and for any additional county in which a future phase may lie.

Section 8. Severability. Invalidation of any provision shall not affect the remaining provisions, which shall remain in full force.

ARTICLE XIV

Mortgagee Provisions

No amendment or breach of this Declaration shall defeat or render invalid the lien of any first mortgage made in good faith and for value. A first Mortgagee that acquires title to a Lot by foreclosure or deed in lieu takes free of unpaid Assessments that accrued before acquisition, except to the extent of any priority provided by Kentucky law. Customary mortgagee notice and approval rights apply as set forth herein and in the Bylaws.

ARTICLE XV

Declarant's Rights

Section 1. Marketing and Sales. During the Class B period, Declarant reserves the right to maintain sales offices, model homes, marketing and directional signage, and to conduct sales and construction activities on any Lot or Common Area.

Section 2. Approved Builders. Construction shall be performed only by a Builder on Declarant's approved list or otherwise approved in writing by Declarant, in Declarant's sole and absolute discretion (consistent with the lot Purchase Agreement).

Section 3. Completion of Improvements. Declarant reserves all easements and rights necessary to complete the development and improvements for all phases.

Section 4. Assignment. Declarant may assign any or all of its rights hereunder to an affiliate, successor developer, or phase-development entity by recorded instrument.

IN WITNESS WHEREOF, the Declarant has executed this Master Declaration as of the date written below.

DECLARANT

IVD SHARKEY LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of IVD Sharkey LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

THIS INSTRUMENT PREPARED BY

John N. Billings, Esq.
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145 Constitution Street
Lexington, Kentucky 40507