

TENTH AMENDMENT TO
MASTER DEED FOR BROOKLEY PLACE

This Tenth Amendment to Master Deed for Brookley Place ("Amendment") is made at the direction of and caused to be recorded by Superior Home Builders, LLC, a Kentucky limited liability company who is now the Declarant by virtue of Deed recorded in Deed Book 9053, Page 578 (hereinafter referred to as the "Declarant"), having an office at 2501 Maple Street, Louisville, KY 40211, as a supplement to the Master Deed for Brookley Place dated December 1, 2003.

WITNESSETH:

WHEREAS, Declarant has made and declared a Master Deed establishing Brookley Place dated December 1, 2003, which is recorded in Deed Book 8312, Page 1, in the Office of the County Clerk of Jefferson County, Kentucky; as amended by First Amendment to Master Deed for Brookley Place dated December 22, 2003, of record in Deed Book 8326, Page 832, in the Office aforesaid; and as amended by the Second Amendment to Master Deed for Brookley Place dated December 13, 2004, of record in Deed Book 8540, Page 239, in the Office aforesaid; and as amended by the Fourth Amendment to Master Deed for Brookley Place dated June 1, 2005, of record in Deed Book 8632, Page 571, in the Office aforesaid; and as amended by the Fifth Amendment to Master Deed for Brookley Place dated August 16, 2005, of record in Deed Book 8679, Page 229, in the Office aforesaid; and as amended by an Amendment to First Amendment to Master Deed for Brookley Place dated October 7, 2005, of record in Deed Book 8715, Page 324, in the Office aforesaid; and as amended by the Sixth Amendment to Master Deed for Brookley Place dated February 16, 2006, of record in Deed Book 8782, Page 808, in the Office aforesaid; and as amended by the Seventh Amendment to Master Deed for Brookley Place dated July 17, 2006, of record in Deed Book 8869, Page 345, in the Office aforesaid; and as amended by the Eighth Amendment (incorrectly labeled Eighteenth Amendment as corrected in

this Amendment) dated November 28, 2006, of record in Deed Book 8943, Page 787, in the Office aforesaid; and as amended by the Ninth Amendment to Master Deed for Brookley Place dated October 10, 2008, of record in Deed Book 9300, Page 645, in the Office aforesaid (the "Master Deed"); and

WHEREAS, this Amendment is necessary and desirable to add and amend certain language to the Master Deed pursuant to Section "Q" of the Master Deed in order for the Project to qualify for Fannie Mae and Freddie Mac guidelines;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares that the real property ("Property"), more fully described on Exhibit A attached to the Master Deed and made a part hereof, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if those conditions and restrictions were included in and made a part of the Master Deed.

1. The last sentence of Section A(4), definition of "Unit" or "Condominium Unit" shall be deleted and replaced with the following:

Provided, however, any interior wall as originally constructed, including any drywall shall be considered a General Common Element. Paint, wallpaper, tile, and all other finishing materials affixed or installed as part of the physical structure of the unit shall be considered part of the Unit.

Section G shall have the following paragraphs added after the 2nd literary paragraph as follows:

Availability. The Council of Co-Owners shall make available to Unit owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Master Deed, by-laws and other rules governing the condominium, and other books, records and financial statements of the Council. The Council of Co-Owners shall make available to prospective purchasers current copies of the declaration, by-laws, other rules governing the condominium, and the most recent annual CPA prepared financial statement, in accordance with KRS 381.9201 and KRS 381.9203.

2. Section O. shall be amended and restated as follows:

O. Insurance

Each Unit owner shall maintain insurance on the contents of his or her Unit, including not only the Unit owner's personal property, but the amount of insurance necessary to have the interior of the Unit refinished to the state immediately prior to the event that led to the claim, such policy normally referred to as a "walls in" coverage policy or an HO-6 policy.

The Council shall maintain insurance coverage upon the condominium Project in accordance with the provisions of this Article:

(A) Authority to purchase; named insured

All insurance policies upon the condominium project shall be purchased by the Council. The named insured shall be the Council individually and as agent for the Unit owners, without naming them, and as agent for the mortgagees of the Unit owners. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expense for their own units, their own personal property, and other risks.

(B) Coverage

(1) All buildings, common elements, and other improvements upon the Property shall be insured in an amount equal to the maximum insurable replacement value, but in no event less than One Hundred Percent (100%) of such replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors on behalf of the Council. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on the Property, including, but not limited to, vandalism and malicious mischief, earthquake, and plate glass insurance.

(2) Comprehensive General Public liability insurance coverage covering all of the Common Elements and public ways of the condominium project shall be provided in such amounts and with such coverage as shall be required by the Board of Directors and with cross liability endorsement to cover liabilities of the Unit owners jointly and severally and of the Council.

(3) Workers' compensation insurance to meet the requirements of Kentucky law.

(4) Blanket Fidelity insurance coverage for anyone, including any management agent, who either handles or is responsible for funds held or administered by the Council, whether or not that individual receives compensation for services, in an amount equal to the maximum funds that will be in the custody of the Council at any time but in no event less than an amount equal to three months of assessments on all units plus reserve funds. Said policy shall name the Council as the insured and all premiums for said policy shall be paid as a common expense. Said policy may not be cancelled or substantially modified for any reason without ten (10) days written notice to the Council.

(5) Such other insurance as the Board of Directors from time to time shall determine is desirable.

(C) Premiums

Premiums upon insurance policies purchased by the Council shall be paid by the Council as a common expense; provided, however, that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owner or owners of such unit or units shall be required to pay any increase in premium resulting from such use.

(D) Insurance trustee

All insurance policies purchased by the Council shall be for the benefit of the Council and the Unit owners and mortgagees of the units as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to BB&T Bank or the primary lender used by Declarant, as trustee, or to such other bank in Kentucky with trust powers as may be designated as insurance trustee by the Board of Directors, which trustee is referred to in this instrument as the "insurance trustee." Payment of premiums, renewal and sufficiency of policies, settlement of claims with insurers, and collection of insurance proceeds shall be the responsibility of the Board of Directors, and the sole duty of the insurance trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this Article.

(E) Shares of the proceeds; mortgagees

The insurance trustee shall hold all insurance proceeds covering property losses in shares, which shares need not be set forth on the records of the insurance trustee, as follows: each Unit owner shall have an undivided share in such proceeds, such share being the same as the undivided share in the common elements appurtenant to the unit(s) owned by such Unit owner as set forth in Exhibit A to this Master Deed. In the event a mortgagee endorsement has been issued with respect to a unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds which, pursuant to the provisions of this Article, are to be held by the insurance trustee, except distributions of such proceeds made pursuant to this Article.

(F) Distribution of proceeds

Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of the trust

All expenses of the insurance trustee shall be paid first or provision made for such payment.

(2) Reconstruction or repair

If the damage for which the proceeds are paid is to be repaired or reconstructed substantially in accordance with the original plans for the buildings, the remaining proceeds shall be paid to defray the cost of such as provided in Section O(1) of this Master Deed. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. All mortgages and other liens existing against any unit(s) at the time of damage shall attach to such repaired or reconstructed unit(s) in the same priority as existed prior to such damage. All such repaired or reconstructed units shall bear the same unit numbers as those of the original units and shall retain the same percentage of ownership in the common elements as those of the original units (subject to "as built" adjustment as may be required by statute. If the damage for which the proceeds are paid is not to be repaired or reconstruct in accordance with the original plans for the buildings, the mortgagees of units in that building may demand that the remaining proceeds be applied to reduction of the mortgage debt on such units up to the total amount of the mortgage debt then due. This section is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) Failure to reconstruct or repair

If it is determined in the manner provided in Section O(1) of this Master Deed that the damage for which the proceeds are paid shall not be reconstructed or repaired, the net proceeds remaining after all mortgages on the damaged or destroyed buildings have been paid shall be distributed in the manner determined by all of the Unit owners at the special meeting of the Council provided by Section O(1) (A), provided that such distribution complies with the provisions of the Horizontal Property Law as amended.

(4) Certificate

In making distribution to Unit owners and/or the mortgagees of the units, the insurance trustee may rely upon a certificate of the Council made by its president and secretary as to the names of the Unit owners and their respective shares of the distribution, and the insurance trustee shall have no liability to the Council or to any Unit owner for any distribution made in reliance upon such a certificate.

(G) Council as agent

The Council is irrevocably appointed for each Unit owner and for each holder of a mortgage

or other lien upon a unit and for each owner of any other interest in the condominium project to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

(H) Directors' and Officers' Errors and Omissions Insurance

The Council may purchase insurance to protect itself and to indemnify any director or officer, past or present, against expenses actually and reasonably incurred by a director or officer in connection with the defense of any action, suit or proceeding, civil or criminal, to which he is made a part by reason of being or having been such director or officer, except in relation to, matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Council; or to obtain such fuller protection and indemnification for directors and officers as the law of Kentucky permits. The policy or policies shall be in an amount to be reasonably determined by the Council.

(I) Premiums

The premiums upon insurance purchased by the Council shall be Common Expenses.

(J) Proceeds

Proceeds of all insurance policies owned by the Council shall be received by the Council for the use of the Unit owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Council because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by this Declaration.

(K) Power of Attorney

Each Unit owner shall be deemed to appoint the council as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the Council. Without limitation on the generality of the foregoing, the Council as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Council, the Unit owners and their respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit owners and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Council in regard to such matters.

(L) Responsibility of Unit owner

The Council shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Unit owner for injuries therein not caused by or connected with the Council's operation, maintenance or use of the Condominium Project. Each Unit owner shall obtain insurance coverage at his own expense

upon his Unit's furnishings and personal property; and in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit owner's Unit, or in another Unit in the project or upon the Common Elements, resulting, from the negligence of the insured Unit owner, in such amounts as shall from time to time be determined by the Council.

(M) Release

Council shall use its best efforts to provide all policies purchased under this Article by either the Council or the individual Unit owners shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owners, member of their family, their employees, their tenants, servants, agents and guests, the Council, any employee of the Council, the Board, or any occupant of the Condominium Project, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

(N) Approximate Coverage

If any of the required insurance coverage under this Article becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Council shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

(O) Additional Policy Requirements

All such insurance coverage obtained by the Council shall be written in the name of the Council, for the use and benefit of the Council, the Unit owners and their mortgagees, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(1) Exclusive authority to adjust losses under policies in force on the Condominium Project obtained by the Council shall be vested in the Council provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(2) In no event shall the insurance coverage obtained by the Council hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Council shall be primary.

(3) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.

(4) The Council should make reasonable efforts to secure insurance policies that will provide for the following:

- (a) a waiver of subrogation;

(b) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

(c) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Council or its duly authorized manager without prior demand in writing delivered to the Council to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Council, its manager, any owner or mortgagee; and

(d) That any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

(P) Other Insurance Requirements

If this Project is intended to be qualified under the requirements of FHLMC, FNMA, HUD, FHA, VA or other similar program, the insurance requirements of that program are incorporated herein by reference. If any insurance company is unsure of the coverage intended, it should ask for an interpretation from the Board. Otherwise, the broad coverage shall be presumed, if there is an ambiguity.

3. The following Section O(1) shall be added to the Master Deed as if set forth therein:

O(1) Reconstruction or Repair after Casualty

(A) Determination to reconstruct to repair

If any part of the condominium project shall be damaged or destroyed by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common element

If the damaged or destroyed improvement is a common element (other than portions of the building), the damaged or destroyed property shall be reconstructed or repaired.

(2) Building

If the damaged or destroyed improvements is a building, such building also shall be reconstructed or repaired except that, as to such building (if any) as to which more than two-thirds of such building has been destroyed, such building shall not be reconstructed or repaired if (and only if) (a) all of the Unit owners of Units in such building shall agree in writing within 30 days after the date of the occurrence of such destruction that they desire that such building not be repaired or reconstructed and request the secretary of the Council in writing to call a special meeting of the Unit owners for the purpose of deciding whether such building shall be repaired or reconstructed, and (b) Unit owners of Units in the entire condominium project to which greater than 67% of the common elements are appurtenant and by eligible mortgage holders who

represent at least fifty-one percent (51%) of the common elements shall vote not to repair or reconstruct such building at the meeting of all of the Unit owners, which shall be duly called by the secretary of the Council within 10 days after the receipt by the secretary of the written request from the Unit owners of the affected building. In the event the building is not reconstructed or repaired, the Unit owners of such building (and their mortgagees) shall be entitled to receive their proportionate share of the insurance proceeds payable as a result of such destruction, and the Board of Directors shall cause the Master Deed to be amended to revise the allocation of the common elements amount the Units located in the remaining buildings according to the proportion which the floor area of each such Unit bears, respectively, to the sum of the floor area for all of remaining Units.

(3) Certificate

The insurance trustee may rely upon a certificate of the Council made by its president and secretary to determine whether or not the damaged or destroyed property is to be reconstructed or repaired.

(B) Manner of reconstruction

The original plans for the condominium project shall be the property of the Council and shall be kept by the Board of Directors in a fireproof safe or safe deposit box. Any reconstruction or repair must be substantially in accordance with the original plans, or, if not, then according to plans and specifications approved by the Board of Directors and, by all mortgagees of Units in the damaged or destroyed building.

(C) Responsibility

If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Council.

(D) Estimate of costs

Immediately after a determination is made to rebuild or repair damage to property for which the Council has the responsibility of reconstruction and repair, the Council shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(E) Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council, or if, at any time during reconstruction and repair, or upon completion of reconstruction and repair, the proceeds are determined to be insufficient, assessments shall be made against the Unit owners in amounts sufficient to provide funds for the payment of such costs. Such assessments against Unit owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to

common elements shall be in proportion to the share in the common elements appurtenant to the Unit owned by such Unit owner as set forth in Exhibit A to this Master Deed.

(F) Construction funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Council from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

(1) Council

If the total of assessments made by the Council in order to provide funds for payments of costs of reconstruction and repair that is the responsibility of the Council is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Council with the insurance trustee. In all other cases the Council shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Insurance trustee; construction fund

The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Council from the collections of assessments against Unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Council--lesser damage

If the amount of the estimated cost of the reconstruction and repair that is the responsibility of the Council is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Council; provided, however, that, upon request to the insurance trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Council--major damage

If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Council is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect licensed to practice in Kentucky and employed by the Council to supervise the work.

(c) Unit Owner

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the insurance trustee to the Unit owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit

owner and the mortgagee, jointly, who may use such proceeds as they determine.

(d) Surplus

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; provided, however, that the part of the distribution to a beneficial Owner that represents assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate

Any provisions of this Master Deed to the contrary notwithstanding, the insurance trustee shall not be required to determine whether or not sums paid by the Unit owners upon assessments shall be deposited by the Council with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Council or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount paid. Instead, the insurance trustee may rely upon a certificate of the Council made by its president and secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit owner; and further provided that when the Council, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Council shall be first obtained by the Council upon disbursements in payment of costs of reconstruction and repair.

(G) Eminent domain

Appropriation, taking, injury to or destruction of, or condemnation by eminent domain by federal, state, or local government or any instrumentality thereof of any portion of the condominium project, respectively, shall be considered to be included in the terms "damage and destruction" for purposes of this Article, and the decision whether or not to restore, insofar as is possible, the building of which two-thirds or more is taken, and the proceeds of the eminent domain taking, respectively, shall be treated in the same manner as is provided in this Master Deed upon the occurrence of damage and destruction to the condominium project. The Board of Directors shall give to all holders of first mortgages on Units prompt notice of any eminent domain proceedings, and the distribution of the proceeds of any eminent domain proceeding shall be subject to the provisions of this Master Deed with respect to the rights of the holders of mortgages on Units.

4. Section N shall have the following paragraphs added after the 1st literary paragraph as follows:

Rights of Mortgage Holders, Insurers, or Guarantors

The holder, insurer, or guarantor of a mortgage on any Unit shall have the right to timely written notice of (1) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owned by the owner of any unit on which it holds the mortgage; (3) a lapse, cancellation, or material modification of any insurance policy maintained by the Council; and (4) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Any such mortgage holder, insurer or guarantor must submit a written request for this information to the Council, stating both its name and address and the number or address of the unit on which it has (or insures or guarantees) the mortgage. Eligible mortgage holders shall include those holders of a first mortgage on a Unit who have submitted a written request that the Council notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

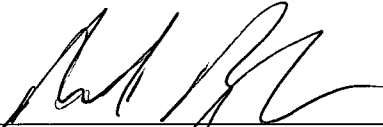
5. The following shall be added at the end of Section Q as follows:

After such time as the Developer relinquishes control pursuant to Section G, the Unit owners are entitled to exercise a vote in the Council and thereafter this Master Deed may be modified, altered, amended, or added to at any time, as long as consistent with the design, scheme and purposes of this Master Deed and as long as such amendment does not materially and adversely affect the value of a Unit owner's property and by an instrument signed by Unit owners who represent not less than seventy-five percent (75%) in interest in common elements and by eligible mortgage holders who represent at least fifty-one percent (51%) in interest in common elements that are subject to mortgages held by eligible holders. A change to any of the provisions governing the following would be considered as material:

- a) Voting rights;
- b) Any change in the Unit owner's interest in or obligations to the condominium project in order to levy assessments or charges, to allocate distributions of homeowner's insurance proceeds or condemnation awards, or to determine the owner's interest in the Common Elements;
- c) Reductions in reserves for maintenance, repair and replacement of common elements;
- d) Responsibility for maintenance and repairs;
- e) Reallocation of interests in the general or limited common elements, or rights to their use;
- f) Redefinition of any unit boundaries;
- g) Convertibility of units into common elements or vice versa;
- h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i) Hazard or fidelity insurance requirements;
- j) Imposition of any restrictions on the leasing of units;
- k) Imposition of any restrictions on a Unit owner's right to sell or transfer his or her unit;
- l) Any change in the procedure that protects the mortgagee's interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or a part of the condominium project or from termination of the condominium project;
- m) Any provisions that expressly benefit mortgage holders, insurers, or guarantors;

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