

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STONY BROOK WOODS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Stony Brook Woods is made on June 7, 1992, by The Hunnington Group, Inc., a Texas corporation ("Developer").

WHEREAS, Developer owns certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision known as Stony Brook Woods (the "Subdivision").

NOW, THEREFORE, the Developer hereby declares that all of the property described in Article I, Section 1, and such additions as may be made pursuant to Article I, Section 2 (the "Property"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 1 through 93 inclusive, as shown on the plat of Stony Brook Woods, of record in Plat and Subdivision Book 39, Page 40, in the Office of the Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by the Developer by Deed dated December 29, 1987, of record in Deed Book 5739, Page 633, in said Clerk's office.

Section 2. Additions to the Existing Property. Additional real property other than that described in the preceding paragraph may be made subject to the Declaration by filing an amendment to this Declaration in the Jefferson County Clerk's office. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as Developer owns any part of that real property or, if Developer no longer owns any part of that real property, the written consent or affirmative vote of a majority of the Class A members of the Association (defined in Article III).

Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Association, if the Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

## ARTICLE II -- PROPERTY RIGHTS

Section 1. Owner's Easements of Employment; Exceptions. Every owner of a Lot shall have a right and easement of enjoyment, including the right of vehicular and pedestrian ingress and egress, in and to the private roads within the Subdivision, private roads are designated "PUBLIC UTILITY, SEWER, DRAINAGE AND PRIVATE ACCESS ESMT" on the aforesaid plat of the Subdivision, and which are also known as Biggin Hill Lane, Kings Lynn Lane, Chelmer Lane, and High Wycomb Court, which right and easement shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. These private right-of-ways shall not be dedicated to a unit of local government without the consent of the owners of all lots abutting the applicable road and without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission, or its successors. Developer may dedicate utility, service or drainage easements upon, through or under the private roads at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2.

Section 2. Association's Right of Entry. The authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of the private roads and the areas described in Section 3 below, or any equipment, facilities or fixtures affecting or serving other lots or the private roads or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore the lot to its former condition.

Section 3. Association Easements. The Association shall have a right and easement, including without limitation the right of vehicular and pedestrian ingress and egress over, under and across the private roads and the areas designated "Variable Signature Wall and Landscaping Easement" on the plat of the Subdivision, for the purposes set forth in Article III, Section 3 below.

ARTICLE III -- HOMEOWNERS ASSOCIATION

Section 1. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Stony Brook Woods Homeowners Association, Inc. (the "Association"). Such owner and member shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Classes of Membership. The Association shall have two classes of voting membership.

- (a) Class A. Class A members shall be all lot owners, with the initial exception of Developer.
- (b) Class B. The Class member shall be Developer. The class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.
- (c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of
  - (i) When, in its discretion, Developer so determines;
  - (ii) When 100 percent of the lots in the Subdivision have been sold by Developer; or
  - (iii) January 1, 2010.

Section 3. Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency have jurisdiction thereof, the entranceways, streets, sidewalks, crosswalks, storm drains, basins, and landscaping located in the Subdivision. Further, the plat of the Subdivision creates a Variable Signature Wall and Landscape Easement over, under and across lots 1, 19, 93 and 63. The Association shall maintain the easement areas described in the preceding sentence. Also, the Association shall be responsible for cutting back trees along all roadways within the subdivision to the edge of the roadway and for maintaining a 12-foot high clearance to allow fire apparatus to adequately maneuver through the roadways. All rights reserved by Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article III, Section 2.

## ARTICLE IV -- ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, by acceptance of a deed to a lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association

- (i) annual assessments or charges, and
- (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV.

Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2. When Class B membership in the Association is converted to Class A membership, Developer shall pay assessments to the Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made.

Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

### Section 2. Purpose of Assessments.

- (a) The assessments levied by the Association shall be used to promote the health, safety and welfare of the lot owners and in particular for the improvement and maintenance of the private roads, signature walls and landscaping, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, utility service, management and supervision, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, the establishment of reserves, and such other related needs as may arise.
- (b) Until Class B membership ceases and is converted to Class A membership pursuant to Article III, Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

### Section 3. Maximum Annual Assessment.

- (a) Until January 1, 1993, the maximum annual assessment shall be set at a rate not to exceed a maximum of \$10 per month per lot. From and after January 1, 1993, the maximum annual assessment may not be increased each year more than 25% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.
- (b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including paving of roads. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws.

Section 5. Uniform Rate of Assessment. Both annual and special assessment shall be fixed at a uniform rate for all lots, except those owned by Developer during the period when Class B membership exists in the Association. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to late charges as determined by the Board of Directors of the Association. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or vendor's lien. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage or vendor's lien foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height as measured from the front elevation of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

- (a) No Structure of a temporary character including, without limitation, an outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, and no such structure shall at any time be used as residence, temporarily or permanently.
- (b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the Subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in anyone calendar year.
- (c) No automobile shall be continually or habitually parked on any street in the Subdivision. No automobile shall be parked at any time on Biggin Hill Lane in the area between its intersection with Hurstbourne Parkway and its intersection with Chelmer Lane.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. Any pets must be kept on the owner's lot or leashed when not on a lot.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

- (a) No outside clothes lines shall be erected or placed on any lot.

- (b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by Developer pursuant to Article VI, Section 1.
- (c) No tennis court shall be erected on any lot unless its design and placement are approved in writing by Developer.
- (d) No in-ground swimming pool shall be erected or placed on any lot from the date hereof unless its design and placement are approved in-writing by Developer. No above-ground swimming pools shall be permitted.
- (e) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.

Section 6. Duty to Maintain and Rebuild.

- (a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
- (b) Each owner of a lot shall keep the grass on the lot properly cut, shall keep the lot free from weeds and trash, and shall keep it otherwise neat and attractive in appearance. Should any lot owner fail to do so, then Developer or the Association may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments provided in Article IV, Section 1, to secure the repayment of such amounts. Such lien may be enforced by foreclosure.
- (c) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Notwithstanding the provisions hereof or of Section 1 of this Article, a new house may be used by the builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right

- (a) to erect larger signs when advertising the Property,
- (b) to place signs on lots designating the lot number of the lots, and
- (c) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and addresses as allowed by applicable zoning regulations.

Section 9. Drainage. Drainage of each lot shall conform to the general drainage plans for the Subdivision. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 10. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. This restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 11. Underground Utility Service.

- (a) Each lot owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground throughout the length of the service line from the utility company's point of delivery to the customer's building; and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat of the Subdivision shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof



shall be made by any person or lot owner without the express written consent of the utility company or the telephone company.

- (b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all areas shown on the plat and designated for underground facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property, the utility company is granted the right to make further extensions of its lines from all underground distribution lines.

Section 12. Special Restriction for Certain Lots. When building permits are issued for each lot abutting Beargrass Creek (i.e. Lots 1 through 44 inclusive), until re-vegetation of the applicable lot is completed, the lot owner shall implement the soil erosion and sedimentation control measures as provided in the Recommended Erosion and Drainage Treatment dated June 12, 1991 (File Code 430-12-13) issued by the United States Department of Agricultural Soil Conservation Service, a copy of which may be found at the Louisville and Jefferson County Planning Commission under Docket No. 10-11-92.

ARTICLE VI -- ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction and Landscape Plans.

- (a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing
  - (i) the location of improvements on the lot;
  - (ii) the grade elevation (including rear, front and side elevations);
  - (iii) the type of exterior material (including delivery of a sample thereof); and
  - (iv) the location and size of the driveway (which shall be either asphalt or concrete), shall have been approved in writing by the Developer.
- (b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings, and which shall show what trees will be removed pursuant to Article VI, Section 7 below. Thereafter, no additional trees, shrubs or other plantings may be placed on any yard area of a lot until a supplementary landscape plan has been submitted to Developer for its approval in writing.
- (c) Reference to "structure" in these restrictions shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae) and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials. The Exterior building material of all structures shall be brick veneer, stone veneer, wood siding, or a combination of the same or other material approved by Developer.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed in the Subdivision.

- (a) The total floor area of a one story ranch house shall be a minimum of 1,400 square feet.
- (b) The total floor area of a one and one-half story shall be a minimum of 1,600 square feet.
- (c) The total floor area of a two story house shall be a minimum of 1,800 square feet.
- (d) The total floor area of any other house shall be a minimum of 1,800 square feet.

- (e) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.

Developer may vary the established building lines or permit encroachments into such areas, in its sole discretion, where not in conflict with applicable zoning and subdivision regulations.

Section 5. Garages. All lots shall have at least a two car garage. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

Section 6. Landscaping; Sidewalks; Driveways.

- (a) Each lot owner shall concrete or asphalt the driveway within three months after completion of a single family dwelling; provided, however, that the portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete, broom finish.
- (b) Each lot owner shall, at its expense and upon completion of a single family dwelling on the lot, install a four-foot wide sidewalk along the length of all portions of the lot bordering a street. The location and elevation of the sidewalk must be approved in writing by the Developer.
- (c) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 7. Removal of Trees. No living, healthy tree may be removed from any lot unless such removal has the prior written approval of Developer, and no lot owner shall take any action to destroy the vitality of any such trees.

## ARTICLE VII -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by an owner, by the Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Association, or the Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this section, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by a written instrument signed by the owners of the lots with 75% of the votes in the Association and recorded in the Jefferson County Clerk's office. No amendment shall be effective to release the Association from its responsibility to maintain private streets, unless a successor is appointed and accepts such responsibilities.

Section 4. Amendments to Articles and Bylaws. Nothing in the Declaration shall limit the right of the Association to amend from time to time, its Articles of Incorporation and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Association shall be personally liable to the lot owners or others for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil criminal administrative or other.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board of



AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STONY BROOK WOODS

This Amendment to Declaration of Covenants, Conditions and Restrictions for Stony Brook Woods is made and entered into on this 6th day of August, 2002, by THE HUNNINGTON GROUP, INC., a Texas Corporation ("Developer").

WHEREAS, Developer on July 17, 1992 filed in Deed Book 6203, Page 991, in the Office of the Jefferson County Clerk, a Declaration of Covenants, Conditions and Restrictions for Stony Brook Woods (the "Covenants"); and

WHEREAS, in Article III, Section 2, Developer was declared to be the Class B member of the Stony Brook Woods Homeowners Association, Inc. (the "Association") until the happening of certain events; and

WHEREAS, Developer now agrees to convert Class B membership in the Association to Class A membership.

NOW, THEREFORE, Developer declares as follows:

1. Pursuant to Article III, Section 2(c)(i) of the Covenants, Developer exercises its discretion and determines that Class B membership shall, upon recording of this Amendment with the Office of the Jefferson County Clerk, cease and be converted to Class A membership; provided however,

(1) Developer retains full and complete architectural and landscape control, as provided in Article VI of the Covenants, for all lots owned by Developer, and

(2) Developer and builders who are owners of a lot or lots not occupied as a residence are exempted from assessments, as contemplated by Article IV, Section 5, of the Covenants.

2. In all other respects, Developer ratifies and affirms all of the terms, conditions, provisions, easements, restrictions and covenants contained in the Covenants.

WITNESS the signature of Developer by its duly authorized officer as of the 6th day of August, 2002.

THE HUNNINGTON GROUP, INC.

(signature on file)

Jeffery L. Lagow, President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 6th day of August, 2002, by Jeffery L. Lagow, President of the Hunnington Group, Inc., a Texas corporation, on behalf of the corporation.

MY COMMISSION EXPIRES: 11/17/2003

(signature on file)  
Notary

THE FOREGOING AMENDMENT  
PREPARED BY:

LAKIN & JONES  
ATTORNEYS AT LAW

(signature on file)  
LARRY L. LAKIN  
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