













improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

BY: DWNER VUCE PRESIDENTIAL CORPORATION

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of _____NTS/Lake Forest II Residential Corporation _____Deed Book 5857, Page 526, Deed Book 5871, Page 600, Deed Book 5924, Page 737 and does hereby dedicate to public use __N/A__ shown thereon.

NTS/LAKE FOREST II RESIDENTIAL CORPORATION
BY BRAINW I CHOWAY

OWNER Vuce President

10172 Linn Station Rd

Louisville, KY 40223

ADDRESS

Vice President

State of Kentucky))SS

County of Jefferson)

I, kathy L. Hargade, a notary public in and for the County aforesaid, do certify that the foregoing plat of NTS/Lake Forest II Residential Corporation Deed Book 5857, Page 526, Deed Book 5871, Page 600, Deed Book 5924, Page 737 was this day presented to me by B. Patrick Gassaway, known to me, who executed the Certificate in my presence and acknowledged it to be _______ free act and deed.

Witness my hand and seal this $15\frac{1}{2}$ day of June, $19\frac{95}{1}$. My commission expires on the $19\frac{1}{2}$ day of $19\frac{1}{2}$.

Notary Public

MINOR SUBDIVISION PLAT

FOR: NTS/Lake Forest II Residential Corp.

Deed Book 5857, Page 526 Deed Book 5871, Page 600 Deed Book 5924, Page 737

OCATION: Interpreting of A

LOCATION: Intersection of Aiken Road

and Factory Lane

DATE: 6-6-95 JOB NO: ~1300-GMP

157-95

SHEET 8 OF 16

Sabak, Wilson & Lingo, Inc. Engineers, Landscape Architects & Planners 315 West Market Street Louisville, Kentucky 40202 Thereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

FLOVDS FORK INVESTMENT COMPANY
By Patrolin Sanaway
OWNER Vice President

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of _____ Floyds Fork Investment Company, ____ A Kentucky Corporation Deed Book 5787, Page 775 and does hereby dedicate to public use N/A shown thereon.

By: Bratish Janaway

OWNER Vice President

10172 Linn Station Rd

Lawwelle, KY 40223

ADDRESS

Vice President

TITLE

State of Kentucky)
)SS
County of Jefferson)

I, Kathy L. Hangade, a notary public in and for the County aforesaid, do certify that the foregoing plat of Floyds Fork Investment Company, A Kentucky Corporation

Deed Book 5787, Page 775 was this day presented to me by B. Patrick Gassaway

_____, known to me, who executed the Certificate in my presence and acknowledged it to be ______ free act and deed.

Witness my hand and seal this $5 \frac{1}{2}$ day of $\frac{1995}{1}$. My commission expires on the $\frac{1995}{1}$ day of $\frac{1995}{1}$.

Notary Public

Sabak, Wilson & Lingo, Inc. Engineers, Landscape Architects & Planners 315 West Market Street Louisville, Kentucky 40202 MINOR SUBDIVISION PLAT

FOR: Floyds Fork Investment Company,

A Kentucky Corporation Deed Book 5787, Page 775

LOCATION: Intersection of Aiken Road

and Factory Lane

DATE: 6-6-95 JOB NO: 1300-GMP

157-95

SHEET 9 OF 16

<u>CERTIFICATE OF RESERVATION OF</u> <u>ACCESS EASEMENT</u>

An easement for access (ingress and egress) purposes is hereby reserved on, over, and under the strips of land and spaces as defined and bounded by dashed lines marked "Access Easement".

No permanent structure of any kind shall be placed on, over, or under the land within the said easement(s). The easement(s) shall be for the benefit of $\frac{1}{2}$ $\frac{$

NTS/Lake I	Forest II Residentlial Corporation
By:	B Patroli Sanaway
Title:	Vuce President

CERTIFICATION OF ACKNOWLEDGEMENT

State of Kentucky)
) SS
County of Jefferson)
I, Kathy L. Hargadon, a Notary Public in and for the
County aforesaid, do hereby certify that the foregoing plat of
NTS/Lake Forest II Residential Corporation Deed Book 5857, Page
526, Deed Book 5871, Page 600, Deed Book 5924, Page 737 was this
520, Deed Book 50/1, Fage 600, Deed Book 5924, Fage 737 was chis
day presented to me by B. Patri of Gassaway
, known to me, together with the Certificate of Ownership
and Dedication shown thereon, which B. Patrick Gassaway
and believe in the state of the
executed in my presence and acknowledged to be his
free act and deed.
· 1 D
Witness my hand and seal this 15th day of
wreness my name and sear ents ady or, rs,
19th
My commission expires on the $\frac{1945}{192}$ day of $\frac{1947}{1997}$
This is the state of the state
This instrument Prepared by:
Notary Public
NOLARY PUBLIC

FOR: NTS/Lake Forest II
Residential Corporation
Deed Book 5857, Page 526
Deed Book 5871, Page 600
Deed Book 5924, Page 737
LOCATION: Intersection of Aiken
Road and Factory Lane

ACCESS EASEMENT GRANT

DATE: 6-6-95 JOB NO: 1300-GMP

157.95

SHEET <u>10</u> OF <u>16</u>

Sabak, Wilson & Lingo, Inc. Engineers, Landscape Architects & Planners 315 West Market Street Louisville, Kentucky 40202

CERTIFICATE OF RELEASE OF

ACCESS AND UTILITY EASEMENT

A portion of the permanent easement for purposes of roadway, courts, drives, public utilities, including, but not necessarily limited to water, electric, gas, telephone, cable, sewer, and drains are hereby released, as delineated on the attached plat, over and under the strips of land and spaces defined and bounded by dashed lines and marked Ex. 20' Access and Utility Easement (To be "Quitclaimed").

	BY: BY:	Forest II Residential Corporation County Oranaway FORK INVESTMENT COMPANY Value President Ce President (Ce President Ce President Company Ce President Company Ce President Company Ce President
	CERTIFICATION OF ACKNOWLEDGEMENT	
	State of Kentucky))SS County of Jefferson) I, a Notary Public, within	and for the State and County
	writing was this day produced to County by S. Patrick Gassaud of NTS/Lake Forest II Residential 526, Deed Book 5871, Page 600, Dacknowledged before me to be its	
	Witness my hand and seal this 5 My commission expires on the	day of $\frac{\text{June}}{\text{Nov.}}$, $19\frac{95}{97}$.
*	and Floydo Fore Investment Company, Deed Book 5787, Page 775 No	Lothy L. Hargadon OTARY PUBLIC
	This Instrument Prepared by:	
		RELEASE OF ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II Residential Corporation Deed Book 5857, Page 526 Deed Book 5871, Page 600
	Sabak, Wilson & Lingo, Inc. Engineers, Landscape Architects & Planners 315 West Market Street	Deed Book 5924, Page 737 LOCATION: Intersection of Aiken Road and Factory Lane
	Louisville, Kentucky 40202	DATE: 6-6-95 JOB NO: 1300-GMP

157.95

SHEET <u>11</u> OF <u>16</u>

DEDICATION OF ACCESS AND UTILITY EASEMENTS

	ed into on this 15th day of
June, 1995, by the	undersigned Owners, NTS/Lore Forest
I Residential Conposition pe	er Deed Book <u>6867</u> , Page <u>526</u> *
confers the rights and obligations :	regarding certain real property
as follows:	Book 5871, Page 600, Book 5924, Page 737
Delection in the most is sent to the termination of the sent to the sent is sent to the se	1500 5924, rage 151
This is to certify that the under	
the land shown on the plat attached	nereto and made a part hereof
and that a perpetual easement for r	coadway, courts, drives, public
utilities, including, but not ne	ecessarily limited to, water,
electric, gas, telephone, cable,	
dedicated and reserved on, over an	
spaces so designated on the attach	
Easements," together with the right	
GRANTOR'S property to and from th	
operation, maintenance, and reconst	ruction of the aforesaid public
utilities, sewers and drains.	4-4
No permanent structure of any k	ind shall be placed on, over or
under the land within the perpetu	
easements shall run with the land a	
use of the GRANTOR'S property and a	ii lands abutting the aforesaid
easements.	ot thou are not accoming by
Access easements, to the exter	
public utility, shall be maintain executors, administrators, assigns	or the owners of the underlying
fee simple title until said easemen	te are accepted for maintenance
	_
by the public utilities.	NTS/LAKE FOREST I RESTDENTIAL
•	1201-1 CORPORATION
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	Owner Vuca President ()
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Date	Owner
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Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me by Yuko Propulation (GRANTOR, this	cess and Utility Easements was by B. Patrick Gassaway 5th day of June 1995. Thy L. Hargadon
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Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	cess and Utility Easements was by B. Patrick Gassaway 5th day of June 1995 Thy L. Hargador PUBLIC, KENTUCKY STATE-AT-LARGE
Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	cess and Utility Easements was by B. Patrick Gassaway 5th day of June 1995. Thy L. Hargadon
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Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	Cess and Utility Easements was of Direct Gassaway 5th day of June 1995 Thy L Hargador PUBLIC, KENTUCKY STATE-AT-LARGE mission expires: Nov. 19, 1997 ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II
Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	Cess and Utility Easements was by B. Patrick Gassaway 5th day of June 1995 The Hargador PUBLIC, KENTUCKY STATE-AT-LARGE mission expires: Nov. 19, 1997 ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II Residential Corporation
Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	Cess and Utility Easements was by B. Patrick Gasaway 5th day of June 1995 Thy Hargalow PUBLIC, KENTUCKY STATE-AT-LARGE mission expires: Nov. 19,1997 ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II Residential Corporation Deed Book 5857, Page 526
STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me k Yuce Cresicant / GRANTOR, this of NTS/LagreForest Il Residential Corporation My Comm	Owner Cess and Utility Easements was by S. Patrick Gassaway 5th day of June 1995 Thy Jargain Public, Kentucky State-At-Large mission expires: Nov. 19,1997 ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II Residential Corporation Deed Book 5857, Page 526 Deed Book 5871, Page 600
Date STATE OF KENTUCKY) SS COUNTY OF JEFFERSON) The foregoing Dedication of Ac signed and acknowledged before me to your proport GRANTOR, this of NTS/Lagreforest If Residential NOTARY	Cess and Utility Easements was by B. Patrick Gasaway 5th day of June 1995 Thy Hargalow PUBLIC, KENTUCKY STATE-AT-LARGE mission expires: Nov. 19,1997 ACCESS AND UTILITY EASEMENT FOR: NTS/Lake Forest II Residential Corporation Deed Book 5857, Page 526

157-95

315 West Market Street Louisville, Kentucky 40202

Sheet <u>12</u> of <u>16</u>

Factory Lane DATE: 6-6-95 JOB NO: 1300-GMP

EASEMENT, RESTRICTIONS AND MAINTENANCE REQUIREMENTS FOR 3 OR MORE LOTS ON MINOR PLAT

THIS INSTRUMENT made and entered in to on this 15th day of 1 me , 1995 by the undersigned Owners, NTS/Lake Forest II Residential Corporation, per Deed Book 5871, Page 600, Deed Book 5857, Page 526, and Deed Book 5924, Page 737 confers the rights and obligations regarding certain real property as follows:

- 1. The owner(s) or occupants of Tracts A-G, A-G are hereby granted the easement shown on the attached plat for ingress and egress across the property designated A-G. Said easement shall be for the benefit of said owners or occupants, their guests, and invitees.
- 2. The rights conveyed by said easement are limited to such as is customarily incidental to single family residential and golf course usage of the lot.
- 3. All costs or expenses incidental to the maintenance, repair, or rebuilding of said road so as to keep it in a good and passable condition as a golf course path shall be divided equally between Lots A-G and T.

The lot of any owner who fails to pay the assessment promptly upon demand by the person who has borne said cost or expense shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

- 4. The owners of said lots shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners of said lots who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have one vote for each lot represented.
- 5. A meeting may be called at any time by any owner of said lots by giving at least 21 days written notice to all other owners of said lots of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.

Without limiting the generality of paragraph 4, at such meeting decisions made may relate to any of the following matters:

- a. The manner and extent of maintenance, repair, or rebuilding desired for said road.
- b. Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts collecting funds, selecting a depository, signing checks, keeping records, or any other matter desired to carry out the purposes or provisions of this instrument.
- c. Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
- d. Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
- e. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.

f. Any rules or regulations relating to the manner of the use of the road including but not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or unpaved portion of the right-of-way including establishment of easements for water, gas, electricity,

sewers, and drainage.

Whether payments determined in accordance with paragraph 3 should be made only as needed, or on a regular periodic basis (monthly, annual, etc.) in regular amounts, the time such payments are due, and the amount of any penalties required for delinquent payment or violation of any rules or regulations relating to the use of said road.

- The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.
- 8. The provisions of this document may not be modified except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission.
- The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.
- 10. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signatures of the owners of said lots as of the day and year set out above. NTS/LAKE FOREST III RESIDENTIAL CORPORATION)av Owner's Signature Title: Vice President State of Kentucky)SS County of Jefferson) Hargadon , a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by B. Patrick Gassaway, Gassavay

Gassavay

Gaed. Witness my who acknowledged it to be his hand this ______ day of _____ free act and deed. une My Commission expires on NOTARY PUBLIC

This instrument prepared by:

EASEMENT, RESTRICTIONS AND MAINTENANCE REQUIREMENTS FOR 3 OR MORE LOTS ON MINOR PLAT

THIS INSTRUMENT made and entered in to on this 15th day of June

- THIS INSTRUMENT made and entered in to on this wind day of such property, 1995 by the undersigned Owners, Floyds Fork Investment Company, per Deed Book 5787, Page 775,* confers the rights and obligations regarding certain real property as follows:

 **AND NT3/Logs Forest IT Residential Companion, Deed Book 587, Page 526,

 1. The owner(s) or occupants of Tract "O" are hereby granted 5871, the easement shown on the attached plat for ingress and egress Pose 600, across the property designated Tract "T". Said easement shall be Deed for the benefit of said owners or occupants, their guests, and Forest invitees. invitees.
 - 2. The rights conveyed by said easement are limited to such as is customarily incidental to single family residential and golf course usage of the lot.
 - All costs or expenses incidental to the maintenance, repair, or rebuilding of said road so as to keep it in a good and passable condition as an unimproved access road shall be divided equally between Lots T and O.

The lot of any owner who fails to pay the assessment promptly upon demand by the person who has borne said cost or expense shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

- The owners of said lots shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners of said lots who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have one vote for each lot is present. represented.
- 5. A meeting may be called at any time by any owner of said lots by giving at least 21 days written notice to all other owners of said lots of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.

Without limiting the generality of paragraph 4, at such meeting decisions made may relate to any of the following matters:

- The manner and extent of maintenance, repair, a. rebuilding desired for said road.
- Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts collecting funds, selecting a depository, signing checks, keeping records, or any other matter desired to carry out the purposes or provisions of this instrument.
- Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
- Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
- e. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.

5924,

f. Any rules or regulations relating to the manner of the use of the road including but not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or unpaved portion of the right-of-way including establishment of easements for water, gas, electricity, sewers, and drainage.

g. Whether payments determined in accordance with paragraph 3 should be made only as needed, or on a regular periodic basis (monthly, annual, etc.) in regular amounts, the time such payments are due, and the amount of any penalties required for delinquent payment or violation of any rules or

regulations relating to the use of said road.

7. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.

- 8. The provisions of this document may not be modified except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission.
- 9. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.
- 10. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signatures of the owners of said lots as of the day and year set out above. FLOYDS FORK INVESTMENT COMPANY NTS/LAKE FOREST II RESTDENTIAL THE: Vuce President State of Kentucky)SS County of Jefferson) L. Har gadon a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by 3. Fatrick 9955away, who acknowledged it to be his free act and deed. Witness my free act and deed.
June , 19 95 . who acknowledged it to be _ hand this _____ day of __ _, 19<u>95</u>. My Commission expires on _ NOTARY PUBLIC

This instrument prepared by:

LAND DEVELOPMENT AND TRANSPORTATION COMMITTEE

JUNE 22, 1995

DOCKET NO. 157-95

Minor Plat for NTS/Lake Forest II Residential Corporation

Location: North of Aiken Road and Factory Lane Applicant: NTS/Lake Forest II Residential

Corporation

Engineer: Sabak, Wilson & Lingo, Inc.

Zoning District: R-4

Request:

Waivers under Section 1.90 of the Subdivision Regulations to create an access easement by minor plat; to create more than three lots by minor plat (total 9); to create six lots fronting on said access easement (A, B, C, D, E and F; and to approve a minor plat in an area of an approved preliminary plan under Docket No. 10-27-89.

COMMENTS:

- Six lots front on the access easement.
- Lots A, B, C, D, E, F and G are golf course holes and Lots O and T are residual tracts.
- This minor plat does not conform to the approved з. preliminary plan under Docket No. 10-27-89 in lot layout and roadway design (area of the access easement).
- The applicant has made application to revise the preliminary plan. The plan would be heard at the next LD&T.

On a motion by Commissioner Butler, the following resolution was unanimously adopted:

RESOLVED, That the Land Development and Transportation Committee does hereby APPROVE the Minor Plat for NTS/Lake Forest II Residential Corporation, Docket No. 157-95, and does hereby GRANT waivers under Section 1.90 of the Metropolitan Subdivision Regulations to allow the creation of an access easement by minor plat; to allow the creation of more than threes lots by minor plat; to allow the creation of six lots fronting on said access easement; and to approve a minor plat in an area of an approved preliminary plan ON CONDITION that the Metropolitan Sewer District approve the appropriate sewer and drainage easements.

The waivers granted are as specified in the Committee's resolution and do not waive any other regulation.

The vote was as follows:

159-95.

LAND DEVELOPMENT AND TRANSPORTATION COMMITTEE JUNE 22, 1995

DOCKET NO. 157-95

YES: Commissioners Auerbach, Butler, Herron and Thieneman. NO: No one.
NOT VOTING: No one.

Phil Bills and Mark Sites were present.