

DECLARATION OF RESTRICTIONS FOR NAUTICAL CHASE

Phase I

Intending to establish a general plan for the use, occupancy and enjoyment of NAUTICAL CHASE, a single family residential development in Anderson County, Kentucky, **Firm Ground LLC** (herein the "Developer") adopts this Declaration of Restrictions.

WITNESSETH:

THAT, WHEREAS, the Developer is the owner of NAUTICAL CHASE, a single family residential subdivision in Anderson County, Kentucky; and

WHEREAS, the Developer hereby establishes a general plan for the use, occupancy and enjoyment of the subdivision; and

WHEREAS, in an effort to maintain uniformity in the use and occupancy of the lots within the subdivision, the Developer desires to create certain restrictions affecting all lots in Phase 1 of the subdivision. All lots, with the exception of Lot 14, Block "A" (also known as the "home place"), shall be sold subject to these restrictions and all conditions shown on a Recorded Final Plat, and all easements and rights of way for streets, drainage, sewers, water lines, telephone lines, electric lines, cable lines, landscape easements, retention easements, homeowner's association property and any other similar purposes as shown on the recorded plat. In case of conflict of these Restrictions and any restrictions shown on the Recorded Final Plat, the more restrictive shall apply. The restrictions shall continue with the land and shall be binding on all parties and all parties claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, in the entire Development, has been recorded, agreeing to change said restrictions in whole or in part.

WHEREAS, the Developer shall construct or cause to be constructed, improvements on the site including general site grading, streets (including both curb and sidewalk), a water system with fire hydrants, a storm sewer system (including detention & retention basins), a sanitary sewer system, street lights, electric lines, telephone lines, and cable TV, subject to availability at the development, lakes within the homeowner's association property that include architectural landscaping, walkways, picnic areas, lighted lakes, fountains, park benches and gazebo. Initial sodding, seeding and erosion control shall be completed by the Developer, to be continually maintained by each lot owner, especially during the construction of the residence.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in NAUTICAL CHASE, as shown by all plats thereof of record in the Office of the Anderson County Court Clerk as follows:

12-19-02 Craig & Brent Stratton

1. **PRIMARY USE RESTRICTIONS:** The zoning classification of these lots is R-2, but all lots in NAUTICAL CHASE shall be used for private **single family residential** purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except for one single family dwelling designed for the occupancy of one family (excluding any domestic servants living on the premises) and those outbuildings, fences, and other accessory structures and/or uses herein expressly permitted or subsequently expressly approved by the Developer, in writing. **No lot in NAUTICAL CHASE, may be purchased for the intent to increase the size of an adjacent lot within NAUTICAL CHASE or lots that may border NAUTICAL CHASE. Every lot will have a single family residence constructed upon it.**

Only the "in-home" occupations and conditional uses which are permitted in R-1 District, shall be conducted or permitted on any lot. If approved by the Board of Adjustment, providing the occupation or use creates no traffic problem, nuisance, requires only occasional client visitation and requires no more than one parking space. The lot size required for "in-home" occupations or conditional uses shall be as required in the R-2 District.

2. **APPROVAL OF CONSTRUCTION PLANS:** It is the intention of these restrictions and conditions that only residences and accessory structures of architectural merit, good design and suitable material shall be erected in NAUTICAL CHASE. Accordingly, **site plans** showing locations of all proposed construction including any building, fence, wall, drives, patios, pools or other structure **must be approved by the Developer** of NAUTICAL CHASE before construction is begun. The plans submitted must show the nature, kind shape, heights, exterior colors of all masonry, trim, roof and other components, materials, floor plans, and drainage pattern for storm water exiting the lot.

The plans and specifications must be left on file with the Developer of NAUTICAL CHASE. **The Developer must approve all exterior building materials and exterior color combinations** (including exterior paint color). **Developer must approve all house plans** for general design only. Fences, of any kind, must be approved in writing by the Developer, or its designee.

The purpose of this pre-approval is to help detect conflicts in site layout, maintain compatibility of all construction in the subdivision and conformity with these Restrictions.

3. **BUILDING RESTRICTIONS:** The following restrictions apply to any improvements constructed on any lot in the subdivision:

- a. **BUILDING MATERIALS:** All exterior **building materials shall either be brick, stone, brick veneer, stone veneer** or combination of same, and shall extend to the ground level on all sides of the building. **Vinyl or dryvit may be used for trim, soffit, and other minor incidental use only** where the builder is unable to use the above approved materials but absent consent from the Developer, not elsewhere. Other exterior building materials, other than those listed above must be approved in writing by the Developer. Prefabricated, manufactured, pre-cut and mobile homes are prohibited and all buildings shall be wholly site-built. No adjacent houses shall have identical roof lines or external appearance. All homes shall have a **roof pitch of not less than a plane of eight (8) inches vertical for every plane of twelve (12) inches horizontal and the roof "style" shall be of the hip variety, unless otherwise deemed appropriate by the Developer.** Exterior roof material must be asphalt shingles.

b. **MINIMUM FLOOR AREAS:** Any residence constructed upon any lot in the subdivision shall be a single family structure only, with all four exterior walls of the main floor constructed above ground level and shall contain a minimum or maximum living area exclusive of porches, basements (whether finished or not), attics, and garages as follows:

- I. **minimum of 1,500 square feet** of finished living area on the main level for one story structures
- II. **minimum of 1,300 square feet** of finished living area on the main level and a **minimum of 400 square feet** of finished living area on the second level for one and one-half (1-1/2) story structures
- III. **split foyer structures, split level structures and two or more story structures are prohibited**

The Developer may, in its sole discretion, approve other types of design and square footage based upon such design.

c. **GARAGES:** Every residence **must have a two car garage**, the entrance to which may be determined by the developer. The **garage must be a portion of and attached** to the residence, specifically not attached by a breezeway. Additional garages detached from the residence are prohibited. Carports are prohibited.

d. **LANDSCAPING:** Landscaping each lot as a part of the construction of the residence thereon with a well-planned landscape concept is required. A landscaping plan shall be submitted to the Developer for approval. A minimum requirement of foundation planting and two approved trees in excess of 1 & 1/2 inch caliper in the front yard. Artificial planting, decorative concrete items are generally not permitted in the front yard. Upon the failure of any lot owner to comply with the provisions in this paragraph, the Developer or its designee, may take action to comply with the terms of this paragraph and shall be reimbursed by the lot owner for the expenses incurred in complying with this paragraph. The landscaping plan submitted to the Developer for the approval shall include the following requirements:

- I. **Landscaping shall be completed within sixty (60) days of occupancy** of the residence unless otherwise extended by the Developer
- II. Upon completion of the residence and final lot grading, the lot shall be sodded from side lot line to side lot line and from the curb to the back of the house. The remainder of the lot may be seeded and mulched and maintained or reseeded until a stand of lawn grass is established. Final Grading for landscaping shall not direct concentrated storm water onto adjoining properties.
- III. No hedge shall be planted on any lot unless its placement and planting are approved in writing by the Developer.
- IV. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

V. **No lawn ornaments** of any kind will be permitted in front or side yards or in yards facing streets, without the Developer's written consent.

e. **DRIVEWAYS AND SIDEWALKS:** All driveways, parking areas, approaches and sidewalks shall be constructed of Portland Cement Concrete and must be completed before occupancy of the dwelling. No coloring of the concrete shall be permitted. No modification to the existing curb or sidewalk shall be permitted, including curb cuts, modifications to the sidewalk grade or filling of the curb gutter. During construction of any lot, it is required that protection of the sidewalk be constructed with an earth berm at one location over the curb and sidewalk to minimize cracking of the improvement by large delivery trucks. These improvements cannot withstand the constant banging of these heavy trucks against the edges, particularly in wet weather. The suggested place for the large truck access is in the location of final driveway to the house in question. No access for delivery to subject lot is permitted from another lot where the truck crosses the curb and sidewalk on another lot. The contractor or homeowner is responsible for the repairs and replacement of any broken curb or sidewalk in front of the subject lot or on other lots if the delivery vehicle crosses at an off lot location. It is the responsibility of the contractor or owner to inform the delivery vehicles of this important requirement. Repairs shall be of equal quality to the initial improvements. The developer can provide guidelines for the protection and possible repair requirements, if necessary.

f. **CLOTHESLINES:** No clotheslines shall be erected or placed on any lot.

g. **OUTBUILDINGS:** All outbuildings, other than unattached garages which are prohibited, shall be located to the rear of the principal dwelling. All outbuildings shall be constructed of similar material and in the same architectural style as the main dwelling. All outbuildings and accessory uses must be approved by the Developer or its designee. The Developer or its designee, **must approve all building materials** and color combinations (including exterior color) and must approve **all construction plans in writing** prior to the erection or alteration of any existing outbuilding. The Developer or its designee, may take action to comply with the terms of this paragraph and shall be reimbursed by the HOMEOWNER for the expenses incurred with complying with this paragraph.

h. **FENCES:** All fences shall be site built (not from pre-fabricated panels) from brick, pressure treated wood, stone, PVC and any other materials approved by the Developer or its designee, in writing, and are restricted to backyards only, therefore must be located not nearer the street than the rear wall of the home (in relation to the street upon which the front of the home faces). Fences on Corner Lots at street intersections must have a side setback a minimum of twenty-five feet from the street right of way line along the adjacent street. All fences, their design and location must be approved in writing by the Developer or designee. Any and all lots having the back yard enclosed by privacy fence must provide a gate opening of a minimum of eight (8) feet to allow utility companies access to their easements.

Fencing along the outside boundary of the subdivision or on the community association property shall be maintained by the NAUTICAL CHASE Homeowner's Association. Such maintenance obligation shall include replacement, repair and painting. No portion of such fencing shall be removed, modified or repainted without consent of the NAUTICAL CHASE Homeowner's Association. It is the intent of these restrictions that such fencing shall be constantly maintained for the mutual benefit of the entire subdivision and that its appearance

be uniform. To the extent necessary, the NAUTICAL CHASE Homeowner's Association shall have the right to enter upon any of those affected lots in order to perform the maintenance or replacement required of it herein.

i. **SWIMMING POOLS:** Swimming pools shall be in-ground as well as above ground. It is the intention of these restrictions and conditions that only suitable swimming pools be allowed in NAUTICAL CHASE. A swimming pool must be located not nearer the street than the rear wall of the home (in relation to the street upon which the front of the home faces). Above ground pools must be designed with the following components: a minimum of 4 foot wide walkway decking surrounding the entire pool; the area below the decking must be completely enclosed with a suitable material that is not transparent (such as webbing or lattice). The Developer, or its designee, must approve all pool construction plans and specifications, including all building materials and color combinations, in writing prior to the erection or alteration of any pool or appurtenant structure. The Developer, or its designee, may take action to comply with the terms of this paragraph and shall be reimbursed by the HOMEOWNER for the expenses incurred with complying with this paragraph.

j. **TENNIS COURTS:** Tennis courts are prohibited in NAUTICAL CHASE, absent the Developer's written consent.

k. **PLAYGROUNDS, CAMPING:** Any and all playground or recreational equipment or facilities, including basketball goals, on any lot shall be located only in the rear of the residence.

l. **AIR CONDITIONING AND UTILITY AREAS:** No air conditioner, utility equipment or utility meter, except water meters or those utility facilities installed by public utility companies in the course of development of NAUTICAL CHASE, shall be at the front the residence.

m. **MAILBOXES & ADDRESS STONES:** All mailboxes and address stones within the subdivision shall be identical in design and materials. The Developer shall supply the owner of each lot with a decorative mailbox and address stone, which will be mortared into the front of each dwelling, and each lot owner shall reimburse the Developer, at cost, the cost thereof.

n. **TELEVISION, RADIO AND SATELLITE DISHES:** Any satellite dish (limited to thirty (30) inches in diameter), television, radio or other receiving tower or dish must be located at the rear of the dwelling, not visible from the street, and extend no higher than the roofline of the dwelling, as viewed from the street.

o. **SETBACKS:** All buildings, residences or other structures or improvements shall be set between the front, rear and side building setback lines, as shown on the plat of the subdivision. The front of all dwellings must be built **exactly 30 feet from the street right of way line** (usually the approximate back of the sidewalk), **side yard setbacks are 8 feet minimum** from the side property line at the closest point and the rear yard building setbacks are 25 feet minimum from the back property line to the closest point.

p. **OUTDOOR WIRING:** All connections for utility service, including, but not limited to,

electrical, cable television, telephone and others, shall be underground. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed or maintained above ground anywhere upon the lot. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

q. SUBDIVISION / ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer. No more than one (1) dwelling, together with any accessory structures, shall be built on any lot. More that one lot may not be purchased for the purpose of creating one larger single residential lot.

r. BUILDINGS: Construction of the residence on each lot must begin within one(1) year from the date Developer sells the lot and completion of the residence must occur within one(1) year following start of construction. Occupancy of the dwelling on the lot is prohibited until completion of the residence, driveways and sidewalks.

s. HVAC: Every home must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.

4. SIGNS: No signs of any kind shall be placed on any lot, with the exception of Real Estate Signs and Builder Signs which shall not be greater in size than 2' by 2' and signs deemed acceptable or necessary by the Developer. Individual Real Estate and Builder Signs and Yard or Garage Sale Signs are not permitted at the Development Entrance at Highway 44 or any other location that leads into the Development. Political signs are allowed only on individual lots within 6 weeks prior to an election and must be removed immediately following the election. Yard or Garage Sale signs may be placed on lots only on the day of the Yard or Garage sale.

Street signs, or other signs will be of similar, attractive quality as determined by the Developer and shall be of the same quality if later replaced by The NAUTICAL CHASE Homeowner's Association.

5. NUISANCES: No obnoxious or offensive trade or activity shall be conducted on any lot or the Homeowner's Association Property and nothing shall be done which may become an annoyance or nuisance to the neighbors or neighborhood. The storage of junk, scrap, and/or of any other materials of any kind, other than firewood, is prohibited. The discharge of firearms, B-B guns, pellet guns, bow and arrows and other types of projectile items shall not be fired upon any lot or the undeveloped portions of the development at any time and residents shall not fire any such firearms from the adjacent properties into the development.

6. ACCESSORY STRUCTURES AND VEHICLES:

a. No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or Homeowner's Association. Exterior alterations of any existing building may not be permitted without prior approval of the Developer or the Homeowner's Association. Detached, freestanding garages are not permitted.

b. No temporary structures shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or Developer; any such sheds or offices shall be removed when the construction or development has been completed.

c. No outbuilding, trailer, tent, garage, barn or other similar structure shall be used as a residence at any time.

d. **No trailer, truck or commercial vehicle(unless those having a one ton or less rating), or commercial vehicle(unless those having a one ton or less rating), camper, camper trailer, motor home, camping vehicle, recreational vehicle, boat or boat trailer shall be parked or kept on any lot, other than for delivery, service or construction purposes, unless said vehicle is housed in a garage, basement or in a back yard with a six(6) foot minimum height privacy fence, therefore must be located not nearer the street than the rear wall of the home(in relation to the street upon which the front of the home faces); no inoperable vehicle shall be parked on any lot or street, unless housed in a garage; and no trailer, truck (other than a pickup truck), commercial vehicle camper, camper trailer, motor home, camping vehicle, recreational vehicle, boat or boat trailer shall ever be parked on any street in the Subdivision. No continuous parking on the street in excess of 48 hours is permitted.**

e. No dirt bikes, ATV's four wheelers, go carts and the like shall be permitted to operate in either the developed or undeveloped portions of the development, unless deemed necessary by the developer.

f. **Golf Carts are permitted** in this subdivision, by the developer, all in accordance with applicable laws, rules and regulations. Access to the golf course by golf cart is provided only by way of a golf path from Scenic Garden Drive in "The Gardens Subdivision." Privileges for use of the golf course by any lot owner in the subdivision shall be in accordance with the rules and regulations which the course may establish and/or any restrictions set forth by the Developer or the Homeowner Association of "The Gardens Subdivision."

7. **DRAINAGE:** Drainage of each lot shall be in conformity with the general drainage plan of the subdivision. No storm water shall be diverted from any lot into any street in the subdivision or onto any adjacent lot. No curb-cut shall be made to channel roof downspouts to the street.

8. **DISPOSAL OF TRASH:** No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. Garbage cans or other refuse receptacles shall be placed in the rear of the main dwelling and concealed so that same will not be visible from the street or from adjoining lots within the subdivision. No burning of trash or other refuse shall be permitted on any lot after construction of the dwelling is complete. Garbage cans may be placed at the curb on the evening before collection and shall be retrieved on the pickup day.

9. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets, (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be confined to the residence on that lot and not permitted to run or stray upon other lots or remain confined

outside. No kennels or runs for dogs are permitted, including chain link fences, to contain dogs. The use of underground "invisible" fences is encouraged to contain household pets.

10. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, both before, during and after construction thereon, and keep the lot free from weeds and trash, and keep the lot neat and attractive. Should the owner of any lot fail to maintain the lot, the Developer and/or the NAUTICAL CHASE Homeowner's Association may enter such lot to cut grass and/or weeds and remove debris as necessary, and collect their cost of labor and material, plus 25 percent (25%) from the owner of said lot.

11. LIGHTING: All exterior lighting shall be designed and situated so as to minimize the amount of light leaving the lot. Any exterior lighting found by the Developer or the Homeowner's Association to constitute a nuisance to adjoining property owners must be eliminated.

12. ACCESS: No part of any lot shall ever be used as either a public or private street or thoroughfare to any other lot or other property. Any and all lots having the back yard enclosed by a privacy fence, must provide a gate opening of a minimum of eight (8) feet to allow utility companies access to their easements.

13. EXCAVATION: During construction, any dirt and rock excavated and not used on the lot shall not be removed from the subdivision unless specific permission is otherwise granted by the Developer. Topsoil shall not be removed from any lot without written permission from the Developer.

14. STREET LIGHTING: Street lighting within the subdivision will be mounted on metal poles. The additional monthly cost of the metal poles (currently, the city will only pay for the monthly cost of wooden poles) will be the responsibility of the Nautical Chase Homeowners Association.

15. GARDENS: Vegetable gardens must be confined to the rear of the lot and shall be no nearer than fifty feet from the rear property line. Vegetable gardens will not be permitted until after occupancy of the residence. No vegetable gardens shall be planted or extended nearer the street than the rear wall of the residence. The total area under cultivation may not exceed 15% of the entire lot.

16. FIREWOOD OR OTHER STORAGE AND STOCKPILING: Any and all firewood stockpiles shall be placed immediately to the rear of the dwelling so as to not detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of heavy material and shall be dark green in color and securely tied down to prevent disturbance by wind.

No lot shall be used for the storage or stockpiling of any type of material inconsistent with use of the lot as a single family residence.

17. CROP ALLOTMENTS: No tobacco base or other agricultural allotment is conveyed with any lots in NAUTICAL CHASE and the purchaser of any such lot shall execute any documents necessary to waive any such base or allotment.

18. **SEVERABILITY OF PROVISIONS:** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provision which shall remain in full force and effect.

19. **COVENANTS:** These covenants and restrictions run with the land and shall be binding upon lots and the owners of all the lots within NAUTICAL CHASE, and any and all parties and all persons claiming under them, unless altered or amended by written agreement signed by all the owners of lots in the subdivision.

20. **ENFORCEMENTS:** The Developer, Homeowner's Association or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. It is understood and agreed that if a party files a legal action against a property owner for violation of these Restriction, that the losing party will pay all expenses and attorneys fees in addition to any adjudged damages.

21. **VIOLATIONS:** Violation of any of these Restrictions shall give the Developer, or its designee, the right to enter onto property upon which such violation exists, and abate summarily, at the expense of the owner, anything, or any condition that may exist there in violation of these Restrictions, and the Developer, or its designee, shall not thereby be deemed guilty of trespass for such entry and abatement; provided, however, the power to enforce these restrictions is appurtenant to the land, and neither the Developer nor previous owners of land in the Subdivision shall have the power to enforce them after they have disposed of all their land in said Subdivision.

21. **HOMEOWNER'S ASSOCIATION:** The NAUTICAL CHASE Homeowner's Association, LLC is a non-profit limited liability company under the laws of the Commonwealth of Kentucky. The owner of each lot within NAUTICAL CHASE shall be a member of the Homeowner's Association. Membership is mandatory.

The Agreement of Members of NAUTICAL CHASE Homeowner's Association LLC ("Association"), which may be amended from time to time are recorded in the Office of the Anderson County Clerk, in Lawrenceburg, Kentucky.

Every owner of a lot in NAUTICAL CHASE shall be a member of the Association and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's "Agreement of Members," rules and regulations; shall pay the assessments levied by the Association when due, and shall comply with decisions of the Association's Board of Directors. The objects and purpose of the Association shall be set forth in its "Agreement of Members" and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of any common areas including lakes, storm drains, basins, fences, landscaping, designated formal entrances on easements, and acceptance of common areas for purposes of operation, maintenance and repair.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and any unpaid assessment shall constitute a lien upon the lot

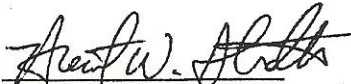
and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage on the lot and shall be enforceable by the Association against the real estate by foreclosure or otherwise.

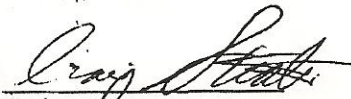
The Developer of NAUTICAL CHASE shall not be required to pay assessments or dues to the Association, despite its ownership of the various lots. The developer will continue to maintain the NAUTICAL CHASE Homeowner Association Property through a period of time as determined by the Developer, which would allow the Homeowner Association ample time to accumulate the necessary funds in order to properly maintain said premises.

22. DEVELOPER'S RIGHT TO ALTER AND INTERPRET RESTRICTIONS:

Notwithstanding anything herein contained to the contrary, the Developer retains the right to alter these restrictions insofar as same may relate to any one or more lots in the subdivision if, in the opinion of the Developer, the strict application of the restriction would be unduly burdensome or inequitable as applied to such lot because of its topography, subsurface conditions or other matters beyond the control of the owner of the lot, and if alteration of the restrictions in that instance will not adversely affect adjoining lots or the subdivision as a whole. Any such alteration may be granted only in writing, signed by the Developer, and filed of record on the office of the Anderson County Clerk.

Further, the Developer, or its designee, reserves unto itself the right to interpret these restrictions as, from time to time, may be required in their application and enforcement; which interpretation shall be binding on all parties.


Brent W. Stratton
Firm Ground, LLC

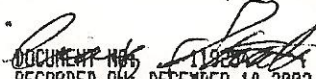

Craig E. Stratton
Firm Ground, LLC

Subscribed, sworn to and acknowledged before me by Brent W. Stratton +
Craig E. Stratton on this 18th day of Dec. 2002
my Commission Exp. : 10-14-03


Reva Gibson
Notary Public

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PREPARED BY CRAIG STRATTON
AND BRENT STRATTON
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 12/18/02
DOCUMENT NO: 1192002
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