

**ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS  
UNDER DEED OF RESTRICTIONS FOR  
ASHMOOR SUBDIVISION UNITS 1-B AND 1-C**

THIS ASSIGNMENT (the "Assignment") made and entered into effective as of the 1<sup>st</sup> day of September, 2015, by and between BALL HOMES, LLC, a Kentucky limited liability company, f/k/a BALL HOMES INC. ("Ball Homes"), with an address of 3609 Walden Drive, Lexington, Kentucky 40517 and CUMBERLAND HILL NEIGHBORHOOD ASSOCIATION, INC., a Kentucky non-profit corporation ("Association") with an address of 4552 Longbridge Lane, Lexington, Kentucky 40515.

WITNESSETH:

WHEREAS, Ball Homes previously developed and built homes in the Ashmoor Subdivision in Lexington, Kentucky (the "Subdivision"), and along with Stanley Land Company is the "Developer" and has the rights ascribed thereto under that certain Deed of Restrictions for Ashmoor Subdivisions, Unit 1-B and 1-C dated June 26, 1986, of record in Deed Book 1408, Page 276, in the Fayette County Clerk's Office (the "Deed of Restrictions"); and

WHEREAS, Ball Homes completed its work in the Subdivision many years ago and now desires to assign all its rights, duties and obligations as the "Developer" under the Deed of Restrictions to the Association, which is the current home owner's association for both the Cumberland Hill and Ashmoor subdivisions as the surviving entity under a merger with the previously existing Ashmoor subdivision homeowners association; and

WHEREAS, the Association desires to accept such assignment of all rights, duties and obligations under the Deed of Restrictions, all under the terms set out herein;

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained hereon, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date hereof, Ball Homes hereby grants, conveys and assigns to the Association all of its rights, duties and obligations to and under the Deed of Restrictions, and the Association hereby accepts said assignment by Ball Homes and agrees to perform all the rights, duties and obligations of Ball Homes under the Deed of Restrictions.
2. This Assignment by Ball Homes is made without representations or warranties of any kind, and the Association hereby agrees to indemnify and hold harmless Ball Homes from any claims or damages arising from the Association's actions or inactions with respect to the Subdivision and Deed of Restrictions, including but not limited to reasonable attorneys fees.

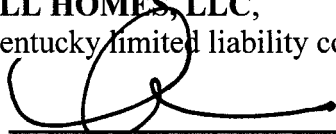
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Return:  
Mike Sweeney  
4552 Longbridge Ln  
Lex, Ky 40515

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the day and year first above written.

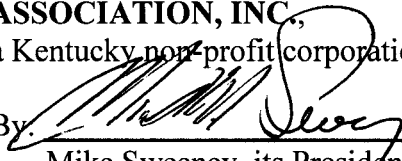
Ball Homes:

**BALL HOMES, LLC,**  
a Kentucky limited liability company

By:   
\_\_\_\_\_  
Lisa Ball, its Member/Director

Association:

**CUMBERLAND HILL NEIGHBORHOOD  
ASSOCIATION, INC.,**  
a Kentucky non-profit corporation

By:   
\_\_\_\_\_  
Mike Sweeney, its President

STATE OF KENTUCKY)

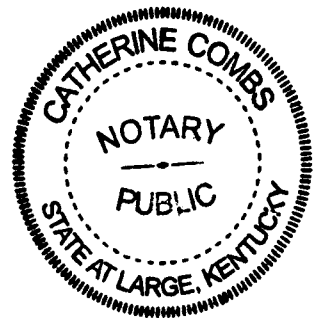
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by Lisa Ball, as Member and Director of Ball Homes, LLC, a Kentucky limited liability company, on behalf of said company, on this the 1<sup>st</sup> day of September, 2015.

My commission expires: 10/23/17

Catherine Combs 499647

NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE



STATE OF KENTUCKY)

COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by Mike Sweeney, as President of Cumberland Hill Neighborhood Association, Inc., a Kentucky non-profit corporation, on behalf of said corporation, on this the 15<sup>th</sup> day of SEPTEMBER 2015.

My commission expires: 10-29-18

Ray D. L...  
NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE

Prepared by:

L. E. Goodwin, Jr.

BALL HOMES, LLC

By: Lawrence E. Goodwin, Jr., General Counsel

3609 Walden Drive

Lexington, Kentucky 40517

(859) 268-1191

I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.

  
\_\_\_\_\_

By: EMILY GENTRY ,dc

201509010223

September 1, 2015                      14:58:42      PM

Fees	\$13.00	Tax	\$ .00
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Total Paid	\$13.00
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4 Pages

512 - 515