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ASSIGNMENT

THIS ASSIGNMENT, made and entered into effective as of the _______ day of _______, 2014, by and between BOONE'S TRACE, LLC, a Tennessee limited liability company ("Boone's Trace") and BOONE'S TRACE PROPERTY OWNER'S ASSOCIATION, Inc., a Kentucky Corporation ("Association");

WITNESSETH

WHEREAS, Boone's Trace is the "Developer" as described in the various

Covenants, Conditions and Restrictions, as amended, of September 14, 1998, recorded in Miscellaneous Book 124, at page 402; of June 28, 1999, recorded in Miscellaneous

Book 131, at page 626; of November 27, 2001, recorded in Miscellaneous Book 160, page 582; recorded in Miscellaneous Book 183, at page 695; of February 10, 2005, recorded in Miscellaneous Book 193, Page 297; and including an additional amendment (Fifth Amendment and Restatement of Covenants, Conditions and Restrictions) pursuant to a duly called meeting of the Boone's Trace Property Owners' Association, Inc. held on May 29, 2014, recorded in Miscellaneous Book 297, at page 452 all of which are recorded in the Madison County Clerk's office. (collectively "the Covenants");

WHEREAS, Boone's Trace desires to permanently assign its rights as Designated Agent for the purpose of executing and recording the cancellation and/or modification of the Covenants, Conditions and Restrictions and approval rights under the aforedescribed Covenants, as amended, to the Association and the Association desires to accept that assignment, all on the terms set out herein;

MADISON COUNTY

MC297 PG473

Macretanto Preparer