

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE WOODS AT LANDHERR SUBDIVISION
PLAT AND SUBDIVISION BOOK 58, PAGE 82
JEFFERSON COUNTY , KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS AT LANDHERR SUBDIVISION (the "Declaration") is made this 16th day of May, 2019, by **LANDHERR INVESTMENTS, LLC**, a Kentucky limited liability company having an address of 12488 Lagrange Road, Louisville, Kentucky 40245 (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky which is being developed into a residential subdivision known as "**THE WOODS AT LANDHERR SUBDIVISION**"; and

WHEREAS, Developer desires to impose certain covenants, conditions and restrictions on such property as more particularly set forth herein.

NOW, THEREFORE, Developer does hereby declare that all property described in this instrument, and any property which the Developer may develop which it may make subject to the provisions hereof or any portion thereof with the Developer reserving the right to modify these restrictions as they may apply to other properties, 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 real property. The easements, restrictions, covenants and conditions shall run with the real property and shall 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 (as hereinafter defined). The Developer has the right to make additional properties subject to these restrictions in Developer's sole discretion.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS; DEFINITIONS

Section 1. 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 13, Lots 47 through 71 and Lots 80 through 88 as shown on the Plat of the Woods at Landherr Subdivision, Section 1, of record in Plat and Subdivision Book 58, Page 82, in the Office of the County Clerk of Jefferson County, Kentucky; and

BEING a portion of the property acquired by Developer by Deed dated September 26, 2018, of record in Deed Book 11255, Page 695 in the office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Developer may, in its discretion, specifically designate additional property as being subject to these restrictions and any subsequent restrictions which the Developer may file on any subsequent section. If the Developer includes any additional property, those plats will be recorded in the Office of the Jefferson County Clerk . The Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this or any subsequent Declaration. The common areas or open spaces initially covered by this Declaration shall inure to the benefit of the Owners of any and all Lots which may become subject to this and any subsequent Declaration and inure to the benefit of the Owners of any individual single family lots and their right to enjoy the common areas or open spaces of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

(b) All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

Section 3. Definitions. The following terms as used in this Declaration shall have the following meanings:

- (a) "Assessment" shall mean the Annual Assessment and Special Assessment, collectively and/or as applicable, as such terms are defined in Article IV below.
- (b) "Association" or "Homeowners Association" shall mean The Woods at Landherr Homeowners Association, Inc., a Kentucky non-stock, non-profit corporation.
- (c) "Developer" shall mean Landherr Investments, LLC, its successors and assigns.
- (d) "Lot" shall mean any subdivided lot or similar property that comprises a part of the Subdivision, excluding, however, open spaces as shown on the record plat for the Subdivision.
- (e) "Lot Owner" or "Owner" shall mean the owner or owners of any Lot in the Subdivision.
- (f) "Subdivision" shall mean the residential subdivision being developed pursuant to this Declaration and any Supplementary Declaration and commonly known as "The Woods at Landherr Subdivision".

II. 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 and containing a garage which must be attached or under the residence and any attached storage facility as hereinafter permitted all of which shall be for the sole use of the Owner and occupants of the Lot.

Section 2. Open Spaces; Tree Canopy Protection Areas. Except as otherwise provided herein, open space as shown on the record plat of The Woods at Landherr shall remain undeveloped open space and no structures (other than signage placed by the Developer or Association,

which Developer hereby reserves the right to place thereon) shall be constructed thereon. No site disturbance, tree removal, cutting of vegetation or physical alteration shall occur in the Tree Canopy Protection Areas as designated on the Tree Preservation Plan for the Subdivision under Case 18LSCAPE1107 except (a) approved utility easements as shown on the record plat for the Subdivision, (b) as necessary for other reasonably requested utility easements as shown on the record plat for the Subdivision, or (c) as otherwise granted or permitted by Developer.

Section 3. 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 4. Use of Other Structures and Vehicles.

(a) No structure of a temporary character 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.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently. An outbuilding or storage facility shall be permitted provided it is attached permanently to the main residence, is of the same exterior material as the main residence, is maintained in the same manner as the residence and provided that the design and location thereof shall be approved in writing by the Developer (or Homeowners Association after sale of all Lots) in accordance with Article III hereof.

(c) No trailer, bus, commercial vehicle, motor home, camper trailer, camping vehicle, boat or water craft 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). No trailer, boat, water craft, bus, commercial vehicle, motor home, camper trailer, camping vehicle or other vehicle shall be parked on any street in the subdivision for a period in excess of two (2) calendar days in any 365 day period. Parking may be restricted during any part of any day as determined by the Homeowners Association. The Homeowners Association shall have the right to modify parking restrictions after notice of such proposed restrictions to the Owners of all property within the subdivision.

(d) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Homeowners Association, and no vehicle which is inoperable shall be parked at any time on any street or any portion of a Lot except in a garage.

(e) There shall be no habitation in any vehicle parked anywhere in the Subdivision.

Section 5. Animals. No animals, including 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. All household pets shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash at all times when such pet is not confined to the pet owner's Lot.

Section 6. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

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

(b) All fences must be approved by the Developer (or the Homeowners Association after sale of all Lots). No chain link fence shall be permitted. Unless otherwise approved by Developer, all fences, including swimming pool enclosures, must be constructed of wrought iron or ornamental maintenance free aluminum wrought iron replica. Unless otherwise approved by Developer, all fences must: 1) be black in color; and 2) not more than forty-eight inches (48") in height. No fence or wall of any nature may extend toward the front or side street property line beyond the front or side wall of the residence.

(c) No swimming pools shall be erected or placed on any Lot after the date hereof unless its design, placement and screening are approved in writing by Developer (or Homeowners Association after sale of all Lots). No above-ground pools will be permitted. No temporary pools (including, without limitation, inflatable swimming pools) will be permitted unless approved in writing by Developer (or Homeowners Association after sale of all Lots).

(d) No antennae or other receivers and transmitters may be erected or placed on any Lot unless its design, placement and screening are approved in writing by Developer (or Homeowners Association after sale of all Lots). Developer does not intend to allow antennae, receivers or transmitters that are visible from any street, but recognizes that exceptions to the foregoing may be necessary or desirable, and hereby reserves the right to approve in writing antennae, receivers or transmitters that are visible from the street in Developer's sole discretion.

Section 7. Signs. No Owner or builder may place any sign except one that advertises either the Lot or the residence constructed thereon for sale or rent, and no signs for any other purposes shall be displayed on any Lot or on a building or a structure on any Lot. The one sign for advertising for sale or rent shall not be greater in area than nine (9) square feet in total area. All signs in terms of size and general content shall be approved by the Developer (or Homeowners Association after sale of all Lots). Prior to the sale of all Lots, the Developer and its designee(s) shall have the right to erect larger signs or place signs on Lots designating the Lot number of the Lots, and following the sale of a Lot the Developer shall have the right 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, Lot numbers or street addresses as allowed by applicable zoning regulations.

Section 8. Flags. No flagpoles shall be erected or placed on any Lot. Flags, however, may be hung in a customary fashion from any structure so long as not in excess of twenty four (24) square feet in size.

Section 9. Playground Equipment; Recreational Structures. All exterior playground equipment located on any Lot including, without limitation, swing sets, jungle gyms and similar equipment, shall be located no closer than five (5) feet to any property line and shall not be greater than ten (10') feet in height from the ground. All Lot Owners and residents of the subdivision shall obtain approval of the Developer (or the Homeowners Association after sale of all Lots) in its sole discretion prior to the construction or placement of any playground equipment. Developer (or Homeowners Association after sale of all Lots) may, in its sole discretion, require screening of playground equipment at any time. The amount and type of screening shall be as directed by Developer (or Homeowners Association after sale of all Lots). No basketball goals shall be permitted in the front yard of any residence, whether portable or permanently installed. A recreational structure (such as a gazebo, pergola,

playground equipment or small playhouse) may be permitted on a Lot or open space provided that detailed plans for such recreational structure have been approved in writing by Developer (or the Homeowners Association after sale of all Lots) in its sole discretion.

Section 10. Holiday Lighting. No decorative lights and attendant displays and decorations shall be permitted to be displayed except during any holiday period beginning with ten (10) days before the holiday and not longer than ten (10) days thereafter. The Developer in its discretion may expand or shorten said period. All exterior and holiday decoration and lighting shall receive prior written approval of Developer or shall be allowed only pursuant to written policy adopted by Developer or its successors or assigns.

Section 11. Duty to Maintain Lot.

(a) From and after the date of purchase of a Lot until construction of a single family residence is started, Developer (or Homeowners Association after sale of all Lots) shall have the right, but not the duty, to perform all maintenance on the Lot, including but not limited to mowing. In addition to the Assessments, each such Owner shall be assessed an annual fee payable in January at the rate of \$20.00 per month for the first three (3) years following the date the Lot Owner acquires title to a Lot as reimbursement for such maintenance; thereafter, Developer (or Homeowners Association after sale of all Lots) may assess the Lot Owner at an amount which Developer or Homeowners Association determines necessary to maintain the Lot. An Owner can maintain its own Lot if such approval is granted by Developer (or Homeowners Association after sale of all Lots).

(b) It shall be the duty of each Lot Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance; provided, however, Developer shall not be obligated to perform weed control on any vacant Lot owned by Developer. Should any Owner fail to do so, then Developer (or Homeowners Association after sale of all Lots) may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall, immediately upon demand, reimburse Developer (or Homeowners Association after sale of all Lots) or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer or Homeowners Association, as applicable, shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 12. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted in any building or 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 II, it is further understood that the Developer may (a) use any residence as an office during the development of the Subdivision and for such period thereafter as may be reasonably necessary, and (b) place an office trailer on one or more of said Lots on said property for use as a business and sales office during the period of development and for such period thereafter as may be reasonably necessary for Developer to complete the development of the Subdivision and all residences therein.

Section 13. Drainage. Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision as approved by the Louisville-Jefferson County Metropolitan Sewer District. The Owner shall be responsible for erosion control prior to, during and after construction of any improvements on its Lot. Each Lot Owner shall prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other Lots or common areas, or otherwise from such Owner's Lot upon any other property in the Subdivision.

Section 14. Collection and Disposal of Trash. The Developer and the Homeowners Association reserves the right to select a single or established trash collecting system and/or an entity or person who collects said trash on a regular, consistent basis. Trash receptacles shall be placed at curbside only on a designated day or days of every week. Trash and recycling receptacles shall not be placed at curbside prior to the trash or recycling pickup day, as applicable, and shall be removed as promptly as possible thereafter. Except when curbside for pickup, all trash and recycling receptacles shall be kept in a garage or otherwise obstructed so they are not visible from the street. No Lot shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or hazardous substances. There shall be no burning of trash or other refuse of any Lot.

Section 15. Duty to Repair and Rebuild, Remodeling.

(a) Each Lot Owner shall, at its sole cost and expense, repair its 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) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then such Lot 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, or completely remove said structure, filling in any basement areas and planting the Lot in grass within a period of ninety (90) days after the date of said fire or casualty.

(c) If any remodeling is undertaken which changes either the interior to the extent that it would violate or not be in accord with the provisions of this Declaration or changes the exterior appearance of any structure, such remodeling shall be approved in writing by the Developer (or Homeowners Association after sale of all Lots) before being undertaken by or on behalf of the Owner.

Section 16. Utility Service.

(a) Each Lot Owner's electric utility service shall be underground throughout the length of the service line from LG&E and KU Energy, LLC's ("LG&E") point of delivery to the customer's residence; and title to the service lines shall remain in 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 Lot Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The gas, electric and telecommunication easements shown on the plat 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 LG&E and BellSouth Telecommunications, Inc.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The gas, electric and telecommunication easements hereby dedicated and reserved to each Lot Owner, as shown on the plat, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

Section 17. Obligation to Construct or Reconvey. If not already constructed thereon, each Lot Owner must commence construction of a single family dwelling on its Lot in accordance with this Declaration within twenty-four (24) months from the date such Owner acquires title to such Lot and diligently proceed to completion, unless written approval to the contrary is given by the Developer. If a Lot Owner has not begun in good faith the construction of a single-family dwelling approved according to Article III hereof on each Lot conveyed to such Owner within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, and diligently proceeded to complete such construction, then Developer may elect to repurchase any and all Lots on which construction has not commenced and diligently proceeded for the original purchase price set forth in the Deed transferring said Lot to the Lot Owner. In such event, Developer shall provide notice of its election to repurchase to the Lot Owner(s), and the Lot Owner(s) shall immediately reconvey and deliver possession of said Lot or Lots to Developer by General Warranty Deed, free and clear of all monetary liens and encumbrances, and any other claims and/or encumbrances created by such Lot Owner. In exchange for said General Warranty Deed, Developer shall pay the purchase price to the Lot Owner. The transfer tax and recording fees shall be paid by the Lot Owner or, if not so paid, may be deducted from the purchase price by Developer. As used herein, "construction of a single family dwelling" shall mean vertical construction of the dwelling on such Lot (as opposed to site or foundation work). The obligations, duties and requirements of this Section 17 shall run to and benefit Developer, and shall not pass to or extend to the Homeowners Association.

Section 18. First Option. If any Lot Owner, with the exception of Developer, shall desire to sell its Lot at any time prior to construction of a single family residential dwelling thereon, the Lot Owner shall first give Developer at least forty-five (45) days prior written notice (the "Sale Notice") of the proposed sale, including the identity of the proposed purchaser and a copy of the written purchase and sale agreement for the Lot (the "Sale Agreement"). The Developer shall have a right of first refusal to purchase such Lot on the terms and conditions set forth in the Sale Agreement. If Developer exercises such right of first refusal by delivering written notice to the Lot Owner within forty-five (45) days after receipt of the Sale Notice, then Developer and the Lot Owner shall enter into a purchase and sale agreement with the same terms as the Sale Agreement (or if such Sale Agreement includes non-cash consideration, with the reasonable cash equivalent thereof). If Developer does not notify the Lot Owner in writing within forty-five (45) days after receipt of the Sale Notice that it elects to exercise its right of first refusal to purchase said Lot, then the Lot Owner may sell the Lot on the terms and conditions set forth in the Sale Notice. If the Lot Owner does not sell the Lot on such terms and conditions within thirty (30) days thereafter, the Lot Owner shall not thereafter sell or otherwise transfer the Lot without complying with the terms of this Section 18. This section 18 shall not apply to purchasers at a judicial foreclosure or to transfers to a mortgagee in lieu of foreclosure; provided that said mortgagee gives written notice of the default with respect to said mortgage to Developer and gives Developer the right to cure said default within twenty (20) days of such notice; and provided, further, that Developer shall be

given the right at least thirty (30) days prior to the institution of foreclosure proceedings or transfer in lieu thereof to purchase the mortgage indebtedness. The obligations, duties and requirements of this Section 18 shall run to and benefit Developer, and shall not pass to or extend to the Homeowners Association.

III - ARCHITECTURAL 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, including any fence (its height, type, location and material); (ii) the type of exterior material, including the size, type, height and location of any fence; and (iii) the location and size of the driveway (which shall be either exposed aggregate, brick or concrete), shall have been approved in writing by the Developer (or Homeowners Association after sale of all Lots). Developer may, in its discretion, approve the foregoing without receipt and review of the detailed plans and specifications for such construction.

(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 then existing or to be planted on the Lot. Each landscape plan for a Lot submitted to the Developer shall obligate the Owner to install (to the extent the same are not already located on the Lot) trees, shrubs and other plantings having a current fair market value of not less than \$1,250.00. The landscaping plans shall include at least two (2) trees in the front yard each of which is to be three (3) inches or greater in diameter at the time it is planted, and one of which shall be planted between the street and sidewalk. The landscape plan must be approved in writing by Developer prior to beginning any construction on the applicable Lot. If a Lot Owner fails to comply with the provisions of this Article III, Section 1 (including, without limitation, failing to install and maintain landscaping in accordance with landscaping plans and/or failure to maintain at least two (2) trees in the front yard as aforesaid), then Developer (or Homeowners Association after the sale of all Lots) may take such action as may be necessary or desirable to cause compliance (including, without limitation, planting landscaping), and the Owner shall reimburse Developer or Homeowners Association, as applicable, on demand for all costs incurred in connection therewith. Developer or Homeowners Association, as applicable, shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "Structure" in this Article shall include, without limitation, any building (including a garage), wall, pool, fountain, fence, antennae (except for standard small television antennae), microwave and other receivers and transmitters (including those currently called "satellite dishes"), structure or other improvements.

Section 2. Building Materials; Roof; Builder.

(a) The exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials in its sole discretion. Developer's approval of any exterior building material for one structure in the Subdivision shall not in any way be deemed approval for such exterior building material on any other structure (whether on such Lot or elsewhere in the Subdivision). A frame house may be built with the Developer's approval.

(b) The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal. Developer recognizes that the appearance of alternate architectural styles may be attractive and innovative, and hereby reserves the right to approve in writing the use of increased or reduced roof pitches in Developer's sole discretion. Developer's approval of an increased or reduced roof pitch for one structure in the Subdivision shall not in any way be deemed approval for such increased or reduced roof pitch on any other structure (whether on such Lot or elsewhere in the Subdivision).

(c) Prior to the commencement of construction on any improvements on a Lot, the builder or general contractor constructing such improvements shall be approved in writing by Developer, or any person or association to which Developer may assign the right, which approval may be given or withheld in its sole discretion. Such builder or general contractor must be licensed by all applicable authorities. The foregoing requirement is to maintain high quality of construction within the Subdivision. Developer's approval of any builder or general contractor on one Lot in the Subdivision shall not in any way be deemed approval for such builder or general contractor to construct a structure on any other Lot. The approval by Developer of any builder or general contractor shall in no manner whatsoever serve as a guarantee, warranty or representation of the quality of workmanship by the approved builder or general contractor, nor of the ability of the builder or general contractor to fully perform the work.

Section 3. Minimum Floor Areas; Basements.

(a) The following shall be the minimum floor areas for homes to be constructed on any Lot after this instrument is recorded:

(i) The ground floor area of a one story house shall be a minimum of 1,600 square feet, exclusive of the garage.

(ii) The floor area of a one and one-half story house shall be a minimum of 1,850 square feet, with the ground floor area a minimum of 1,000 square feet, exclusive of the garage.

(iii) The ground floor area of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2,000 square feet.

(b) Finished or unfinished basement areas, garages, decks and open porches are not included in computing floor areas.

(c) Unless Developer otherwise agrees in writing, basements are required on all houses.

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 as approved by the Louisville Metro Planning & Design or in accordance with applicable zoning and subdivision laws and regulations. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Storage Facilities; Outbuildings. Any garage must be attached to the residence or under the residence. The location, construction, design and type of materials must be approved by the Developer in the same manner as the approval is required for any residential structures. A storage facility or outbuilding shall be permitted with the Developer's written approval provided that

they are maintained as provided for in Article II herein and constructed in accordance with Article II, Section 4(b) hereof. Any permitted storage facilities, outbuildings or sheds shall be attached to the side or rear of the residence and comply with such other requirements as the Developer shall determine in its sole discretion. No carports shall be constructed on any Lot.

Section 6. Landscaping; Sidewalks; Driveways.

(a) Promptly following the construction of a residence, the Lot Owner shall grade and sod the entire Lot of the residence to the pavement of any abutting streets, unless otherwise approved by Developer.

(b) Each Lot Owner shall cause a sidewalk to be constructed on its Lot within twenty-four (24) months following the date such Lot is initially transferred by Developer, or within sixty (60) days after substantial completion of a house on the Lot, whichever occurs first.

(c) Each Lot Owner shall install the driveway within three months after completion of a single family dwelling. Notwithstanding anything herein to the contrary, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.

Section 7. Maintenance of Roads and Curbs; Deposit of Mud. Any builder performing construction services on the property and any Lot Owner purchasing such services shall be jointly and severally liable for any damage caused to any portion of the Subdivision or improvements therein (including, without limitation, the common areas, curbs, roadways and signage) by any contractor or any subcontractors, material suppliers or other parties claiming by, under or through such parties,. All builders and Lot Owners shall take such measures as are necessary to avoid the deposit of any mud or dirt on roads within the Subdivision. In addition, the Lot Owner and/or the builder shall deposit with the Developer the minimum sum of \$1,000.00 which will be held by the Developer until all improvements on such Lot have been completed and a certificate of occupancy issued. If the builder or Lot Owner shall have created any damage which they did not repair, the deposit shall be used to repair said damages and the builder and Lot Owner shall be jointly and severally liable for any additional amount necessary to repair same. Any amounts not so used shall be returned to the person making the deposit.

Section 8. Mail and Paper Boxes; Hedges. No mail box, paper holder or hedge shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by Developer (or Homeowners Association after sale of all Lots), all of which shall be standard throughout the development.

Section 9. Developer's Responsibilities and Approvals. Any provision herein imposing upon the Developer any responsibility in connection with the maintenance of the development or requiring the Developer's approval shall only be for such period of time as the development is in progress and until a single family residence shall have been completed on all Lots within the subdivision, but in any event, not more than twenty years from the date hereof, unless specifically extended or reduced in writing by the Developer. Notwithstanding anything in this Declaration to the contrary, any consent or approval of the Developer required or permitted hereunder shall be in the sole and absolute discretion of Developer.

Section 10. Developer's Assigns. Any responsibility hereunder assumed by the Developer shall become the sole obligation of any successor or assign to the Developer, provided the Developer files written notice of the assignment and indication of the new Developer, person or entity responsible for the obligations imposed upon the initial Developer.

Section 11. Dedication of Common Areas; Maintenance.

(a) Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville Metro Planning & Design. The Homeowners Association cannot amend this restriction without approval from the Louisville Metro Planning & Design .

(b) The Developer has, or will, enter into one or more Stormwater Quality Maintenance Agreement(s) (collectively, as amended, modified and/or supplemented, the "GMP Agreement") with Louisville and Jefferson County Metropolitan Sewer District ("MSD") with respect to the Subdivision, which GMP Agreement is incorporated herein in its entirety. The GMP Agreement requires green infrastructure best management practices ("GMPs") with respect to the property subject to this Declaration including, without limitation, maintenance and operation activities as set forth in the GMP Agreement. The Developer shall, at such time as Developer elects in its sole discretion, assign all of its duties, obligations and undertakings under the GMP Agreement to the Association and, following such assignment, the Association (as defined below) and all Lot Owners shall be responsible for the performance of all duties, obligations and undertakings of the Developer thereafter arising under the GMP Agreement. Each Lot Owner, by acceptance of a deed for any Lot, agrees to the foregoing.

(c) Anything to the contrary herein notwithstanding, the Homeowners Association shall be responsible for the maintenance, repair and replacement (if necessary or desirable) of all common areas, open space, no disturb/tree canopy protection areas, private roads, detention basin(s), right-of-way islands, GMPs, and signature entrances/entrance feature(s) within or pertaining to the Subdivision so long as the Subdivision is used as a residential subdivision or until such is properly dedicated to a unit of local government. This provision shall not be amended.

(d) The Developer, in its sole discretion, may arrange for landscaping and entrance feature(s), as determined by Developer, to be located in the open space as shown on the record plat for the Subdivision and on all right-of-way islands in the Subdivision. The Homeowners Association shall perform all maintenance, repairs and replacements on or to said landscaping and entrance feature(s). An easement is hereby granted to the Developer and Association on, over and across said areas to construct, maintain, repair and/or replace the landscaping and entrance feature(s) thereon. In the sole discretion of Developer (or Homeowners Association after sale of all Lots), the landscaping and/or entrance feature(s) may be replaced and/or removed from time to time. Notwithstanding anything herein to the contrary, the design, size, type and material for such landscaping and/or entrance feature(s) shall be as determined in the sole discretion of Developer (or Homeowners Association after sale of all Lots).

Section 12. Additional Developer Rights. So long as Developer owns any Lots in the Subdivision, Developer shall have the unfettered right to maintain and carry on upon portions of the common area (including open space) such activities as, in the sole opinion of Developer, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of the Subdivision including, without limitation, business offices, signs and sales offices, and Developer shall have an easement for access to such facilities. No provision of this Declaration shall be construed to prevent or limit Developer's rights to complete the development, construction, promotion, marketing and sale of Lots in the Subdivision. So long as Developer owns any Lot in the Subdivision, neither Homeowners Association nor the Lot Owners shall take any action to amend this Declaration, or the Bylaws, the Articles of Incorporation, or the rules or regulations of the Homeowners Association to limit or restrict Developer from completing the development of the Subdivision.

IV. HOMEOWNERS ASSOCIATION; ASSESSMENTS

Section 1. The Developer has filed and recorded (or will file and record) the Articles of Incorporation of THE WOODS AT LANDHERR HOMEOWNERS ASSOCIATION, INC. (the "Association") with the Office of the Secretary of State and Jefferson County Clerk . Every Owner of a Lot in the Subdivision (and such other sections which Developer shall in the future by deed restrictions so provide) 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 (a) shall abide by this Declaration and the Association's articles of incorporation, bylaws, rules and regulations, all as amended from time to time, (b) shall pay all Assessments when due, and (c) shall comply with decisions of the Developer or the Association's Board of Directors, as applicable.

Section 2. The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, gatehouses, irrigation systems, storm drains, retention and other basins, GMPs, lakes, fences, street lights and entrances, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the Lots of said plat designated as Open Space in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim upon said property for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

Section 3. Any Assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the Lot and improvements against which each such Assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the Lot and shall be enforceable against the Lot and all improvements thereon by foreclosure or otherwise.

Section 4. Every Lot Owner, except Developer, shall pay (a) an annual fee on February 1 of each year (or such other date as may be determined by the Board of Directors), which amount is initially \$325.00 (the "Annual Assessment"), and which Annual Assessment shall initially be collected on a pro rata basis at the closing of the sale of a Lot from Developer, and (c) such special assessments (each a "Special Assessment") as the Association may from time to time impose upon Lot Owners other than Developer. No Assessment shall be due by the Developer with respect to any Lot owned by Developer, nor shall any Assessment be due with respect to a Lot prior to initial construction of a residence thereon (and, in the discretion of Developer, Assessments may not be due from a builder until such time as a developed Lot is first occupied as a residence); provided, however, if a builder does not commence (and diligently pursue to completion) construction of a residence on a Lot within eighteen (18) months following acquisition thereof, then Developer may, in its discretion, require such builder to pay Assessments with respect thereto. The Board of Directors of the Association may, from time to time, increase or decrease the Annual Assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each Assessment levied by the Association. The Developer may, in its sole discretion and without any obligation to do so, loan or advance funds to the Association from time to time. To the extent Developer loans money to, or advances funds on behalf of, the Association, such amount (including interest) shall be repaid to Developer by the Association and funds for such repayment may be collected through Assessments.

Section 5. Charge and Lien. The Assessments due from time to time together with interest as set forth herein or at such other rate of interest as shall from time to time be determined by the Association's Board of Directors (not in excess of the maximum rate permitted by applicable law), and costs of collection and reasonable attorneys' fees (with such interest thereon), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with reasonable attorneys' fees, costs and such interest, shall also be the personal obligation of the person or entity which was the Lot Owner of such Lot at the time when the Assessment fell due, and the personal obligation for delinquent Assessments shall pass jointly and severally on to such Lot Owner's successor(s) in title, regardless of whether expressly assumed by such successor(s), and such delinquent Assessments shall remain a charge on and continuing lien against the Lot, which may be foreclosed by the Developer or the Association in the manner prescribed by law. All such fees or Assessments shall be due and payable to the Association by each Lot Owner pursuant to the terms hereof and shall bear interest after the date set in said Assessment for payment until paid at a fixed rate of 12% per annum or at such lower rate as may constitute the maximum then permitted by applicable law and such amounts, together with all interest accrued and unpaid, and cost of collection incurred, including court costs and reasonable attorneys' fees constitute a charge and lien on each Lot in favor of the Association which lien shall be of equal priority to the lien of Assessments provided for herein.

Section 6. Until Class B membership ceases and is converted to Class A membership pursuant to Section 7 of this Article, Developer or its nominee shall administer (including, without limitation, determining the amount thereof) the Assessments and receipts therefrom, which may only be used for purposes generally benefitting The Woods at Landherr Subdivision, as permitted in this Declaration.

Section 7. Classes of Membership. The Association shall have two classes of membership:

(a) Class A. Class A members shall be all Lot Owners other than the Developer; provided, however, the Developer shall be a Class A member to the extent it owns any Lot(s) after the Class B membership ceases and is converted to Class A membership as provided below. Subject to subpart (c) below, each Class A member shall be entitled to one vote for each Lot owned by such member.

(b) Class B. The Class B member shall be Developer. The Class B member shall be entitled to one hundred (100) votes. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in Subparagraph (c) hereinbelow, whichever occurs earlier.

(c) Notwithstanding anything herein to the contrary, Class A members shall not be permitted to exercise any vote until the earlier of the following events, whichever occurs earlier:

(i) December 31, 2033; or

(ii) When Developer, in its sole discretion, so determines in writing.

Section 8. Homeowners Association's Right of Entry. The authorized representative of the Association or the Board 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 or in the event of any emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other Lots or the common area or to make any alteration required by any governmental authority, including the right to enter upon or through any Lot for

access to any common area for the maintenance and improvements thereof. No Lot Owner shall damage or change in any way any common area or the landscaping thereon.

Section 9. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot. The common area means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of The Woods at Landherr Subdivision made subject to the Association (including, without limitation, open spaces).

The rights and easements of enjoyment granted hereunder are subject to the following:

(a) The right of the Association to permit the construction and use of and to charge reasonable admission and other fees for the use of any recreational facilities and other amenities situated upon the common area and to adopt rules and regulations with regard to the use of the common area.

(b) The right of the Association to borrow money (whether from an institutional lender, Developer or otherwise, it being acknowledged that Developer shall not be obligated to loan funds to the Association) for the purpose of improving the common area or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof a mortgage encumbering all or any part of the common area.

(c) The right of the Association to suspend the voting rights and the right to use the recreational facilities and other common area amenities by a Lot Owner for any period during which a violation of this Declaration by such Lot Owner or a resident of such Lot exists, during which any Assessments or liens against the Owner's Lot or other sums due to the Association by such Lot Owner remain unpaid, or during which any infraction of this Declaration and/or the rules and regulations of the Association occurs.

(d) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, and to grant permits and licenses as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under the common area, as may be deemed necessary or useful by the Association. Developer may dedicate access, utility, drainage, water facility, service and other easements, rights and licenses on or over the common area, and any recreational facilities and other amenities thereon, owned by the Association at Developer's sole discretion for so long as Developer, its successors or assigns, owns any Lot or any portion of the subdivision.

(e) An easement is hereby reserved on and over the common area in favor of Developer, its successors and assigns, for pedestrian access as shall be acceptable to Developer in its sole discretion, and for temporary use and/or restriction, from time to time, of portions of the common area as shall be acceptable to Developer in its sole discretion, including without limitation, for ingress, egress, access, parking along streets and roads and otherwise upon the common area.

(f) Developer shall be entitled to modify, restrict, and/or confine any of the foregoing rights and easements provided for in this Section and/or to grant additional rights and easements on or over the common area in favor of Developer, its successors and assigns.

Subject to prior approval of Louisville Metro Planning & Design, if so required, the Association shall have the right to dedicate or transfer all or any part of the common area to any public

agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners Association. Developer may dedicate utility or service easements in its sole discretion.

V. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any Owner, Developer or the Association against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or compliance and/or to recover damages. Failure of any Owner, Association or 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. If the Developer is required to employ legal counsel to enforce this Declaration or any of the remedies provided for herein, the party against whom enforcement is sought or otherwise violating a provision or restriction herein shall pay all legal expenses (including court costs and reasonable attorneys' fees and expenses) incurred by the Developer in enforcing this Declaration.

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

Section 3. Restrictions Run With Land. Unless waived in writing by Developer, or canceled, altered or amended under the provisions of Article I or this Article V, Section 3, these covenants and restrictions are to run with the land and shall be binding on the Lots, the Lot Owner(s) and all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years each. Except as otherwise specifically set forth herein, these restrictions may be canceled, altered or amended at any time (a) by the Developer in its sole discretion so long as Developer owns a Lot in the Subdivision, or (b) by the affirmative action of Association members owning at least seventy-five percent (75%) of the votes entitled to be cast in the Association.

Anything to the contrary herein notwithstanding, the Association and the Lot Owners shall be responsible for the maintenance of all open space, GMPs, private roads, , and common areas, so long as the subdivision is used as a residential subdivision or until such is properly dedicated to a unit of local government. This provision shall not be amended.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws in accordance with their terms and applicable laws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors and officers of the Association shall be personally liable to the Owners of the Lots 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 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 of the Association.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Association's Bylaws or Articles

of Incorporation, the determination thereof by the Board shall be final and binding on each and all such Owners.

Section 7. Consent and Subordination. Central Bank & Trust Co. executes the Consent and Subordination attached hereto as Exhibit A and incorporated herein by reference (the "Consent") to consent to the terms hereof and subordinate its interest in the Subdivision and all property therein to this Declaration and all of the easements, restrictions, covenants and conditions created herein, pursuant to the terms of the Consent.

<signature appears on the next page>

WITNESS the signature of Developer this 16th day of May, 2019.

LANDHERR INVESTMENTS, LLC

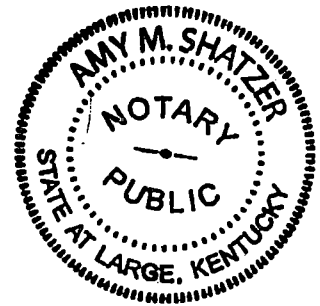
By: [Signature]
Brian A. Thieneman, Manager

COMMONWEALTH OF KENTUCKY)
)ss.
COUNTY OF ~~JEFFERSON~~ OLDHAM (AS))

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that the foregoing Declaration of Covenants, Conditions and Restrictions was subscribed, sworn to and acknowledged before me this 16th day of May, 2019 by Brian A. Thieneman, as Manager of Landherr Investments, LLC, a Kentucky limited liability company, on behalf of said entity.

My Commission Expires: May 24, 2019

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY



THIS INSTRUMENT PREPARED BY:

[Signature]
Daniel M. Walter, Esq.
ACKERSON & YANN, PLLC
734 W. Main Street, Suite 200
Louisville, Kentucky 40202
(502) 583-7400

CONSENT AND SUBORDINATION

Central Bank & Trust Co. ("Beneficiary") is the secured party and beneficiary under that certain Commercial Mortgage and Assignment of Leases and Rents dated as of October 22, 2018, granted by Landherr Investments, LLC, a Kentucky limited liability company (the "Borrower") to Beneficiary of record in Mortgage Book 15736, Page 21 in the Jefferson County Clerk's office (the "Mortgage"). Beneficiary, for itself and all successors and assigns of its interest under the Mortgage, agrees as follows:

1. Beneficiary, in its capacity as beneficiary under the Mortgage, hereby consents to the execution and recording of the Declaration of Covenants, Conditions and Restrictions of The Woods at Landherr Subdivision to which this Consent and Subordination is attached (collectively, as hereafter amended, the "Declaration") and the plat of record in Plat Book 58, Page 82 in the Jefferson County Clerk's office (as hereafter amended, the "Plat") including, but not limited to, the terms, covenants, easements, restrictions, conditions and provisions created pursuant to the Declaration or Plat and affecting the property encumbered by the Mortgage.
2. Beneficiary's interest in the Mortgage, and the Mortgage itself, is hereby made subject and subordinate to all of the terms, covenants, easements, restrictions, conditions and provisions of the Declaration and Plat; provided, however, that this Consent shall not waive, invalidate or discharge the lien of the Mortgage nor any of the terms, provisions, and conditions, and the rights of Beneficiary as provided in the Mortgage or other collateral loan documents or subordinate the lien thereof to the lien of any fees or assessments created by the Declaration.
3. Notwithstanding anything contained herein to the contrary, this Consent shall be limited precisely as written and applies only in the manner and to the extent described herein, and nothing in this Consent shall be deemed to otherwise obligate Beneficiary or to constitute a consent with respect to any other matter.
4. This Consent and Subordination Agreement is attached to and a part of the Declaration.

This Consent and Subordination has been executed as of the date first above written in the Declaration.

CENTRAL BANK & TRUST CO.

By: *Amy W. Sullivan*
Title: *Sr. Vice President*

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21st day of May, 2019 by Amy W. Sullivan, as Sr. VP of Central Bank & Trust Co. on behalf of said entity.

My Commission Expires: 10/24/2020

Col E Wald
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission No. 567452
Expires October 24, 2020