

DECLARATION OF RESTRICTIONS

OF

LONGWOOD

The Declarants, Main Street Realty, Inc. of 111 West Washington Street, Louisville, Kentucky 40202, hereinafter referred to as "Developer" and Longwood, LLC hereinafter referred to as "Property Owner", does this 8TH day of JULY 2004, adopt the following restrictions for Longwood Subdivision, located in Oldham County, Kentucky.

WHEREAS, the Property Owner is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a residential subdivision, and

WHEREAS, Declarants intend to establish a general and orderly plan for the use, occupancy and enjoyment of said subdivision,

NOW, THEREFORE, WITNESSETH: The Declarants, being the Property Owner and the Developer of all the lots in Longwood, situated in Oldham County, Kentucky, hereby adopt the following restrictions and covenants, which restrictions and covenants shall apply to all of the lots of said Longwood, as shown on Plat of same styled Longwood, which Plat is recorded in Plat Book Pl 6, Page 60, of the Oldham County Clerk's Office. These restrictions upon recording by Declarants of a document confirming same, shall also apply to all future developed sections of Longwood.

1. All lots shall be subject to the easements for electrical, drainage, gas, water, cable and telephone utilities as shown on the Plat(s) of said subdivision sections and/or as may otherwise be recorded in the Oldham County Court Clerk's Office. All such easements shall include the right of ingress and egress across the subdivision lots and the right to cut down or trim any trees within the easements that may interfere with the installation or operation of the utility lines.

2. All lots shall be used exclusively for single family private residences. No more than one dwelling house, not to exceed two and one-half (2 1/2) stories in height, designed for occupancy by a single family shall be erected on any one lot. No lot may be divided or diminished in size except in conjunction with an adjoining lot. Any such change shall be subject to the approval of the Oldham County Planning and Zoning Commission, and shall also be subject to the prior written approval of the developer. Approval by the developer shall be at Developer's discretion under the same terms and conditions as stated in item 9 below.

3. No residence shall be occupied until the exterior of the residence is fully completed in accordance with the plans and specifications as submitted and approved by the developer, Main Street Realty, Inc. All new construction must be fully completed within twelve (12) months from commencement of construction.

4. No residence shall be erected on said lots having less than the following minimum square footage requirements, excluding porches, garages, breezeways, attic, basement, etc.:

- a. Full two (2) story plan residence, a minimum of 1,300 square feet on the main floor.
- b. One (1) floor plan residence, 2,500 square feet on the main floor.

- c. One and one-half (1-1/2) story floor plan residence, 1,600 square feet on the main floor, with a minimum of 2,500 square feet total.

The Developer reserves the right to approve or disapprove any type residence not covered under the above floor plans. Whenever any questions arise as to the classification of any proposed structure or its compliance with the provisions of these restrictions, the decision of the Developer shall be final.

5. All residences must have an attached or built in garage which shall accommodate at least two (2) automobiles. All garages must open to the side or rear of the residences, except that the Developer may permit a garage to open to the front of the residence, if, in the Developers' sole judgment, such opening is justified by the physical considerations of the lot. No carports shall be constructed on any lot.

6. Residences erected shall have exterior walls of brick, brick veneer, stone or stone veneer. Developer recognizes that the use of other exterior building materials such as wood siding, may be desirable depending upon the type and style of house. Use of these materials may be approved at Developer's sole discretion and will normally require same to be incorporated as a complementary material only. Application for approval must be submitted in accordance with Item 9 of these restrictions. There will be no vinyl siding allowed.

The exterior building materials of all structures shall extend to ground level unless otherwise permitted by Developer.

7. No residence shall be located on any lot nearer to the front lot line or the street side lot line than the minimum building setback lines shown on the recorded plat of Longwood, except steps and open porches may project into said area not more than six (6) feet.

8. All side walls of residences, garages, breezeways and porches shall be at least seven (7) feet on one side and twelve (12) feet on the other side.

9. (a) No improvements, structures or other appurtenances shall be placed, constructed or permitted to remain upon any lot in Longwood until the plans (including all elevations) and specifications (including exterior building materials) shall have been first submitted to and approved by the Developer. Developer reserves the right to approve or disapprove, in its sole discretion, the architectural design of any building or structure. The term "appurtenances" shall mean anything placed, constructed or permitted to remain upon any such lot. Approval granted hereunder shall be void after six (6) months unless renewed or construction is commenced in accordance with said plans. No outside storage or outbuilding of any kind will be permitted. Gazebos or like recreational structures or playground structures may be permitted upon design and location being approved by the Developer.

Plans for any additions to a residence or other structures shall also be submitted to the Developer for approval. The Developer, in its sole discretion, may approve or disapprove the style, type, size or construction of any such structure. No structure shall be constructed on any lot unless it conforms to all the restrictions contained herein and to all regulations of the Oldham County Planning and Zoning Commission, the Department of Health and all other laws and regulations affecting the use and occupancy of said property. It is further provided that all structures and related landscaping, including tennis courts and swimming pools, shall be completed within twelve (12) months from the date the building permit is issued or construction started, whichever shall have first occurred.

- (b) No fence or wall structure or other improvements shall be erected, placed or altered on any lot until the construction plans (including location of the fence) and/or specifications shall have been first approved by the Developer. All fence materials and design of same must be approved by the Developer. Fences shall normally be confined to rear yards, however, Developer may, at its sole

discretion, approve a fence for the front or side yard if determined to be aesthetically compatible with the character of the residence and neighborhood.

(c) Developer reserves the right to approve or disapprove all mailbox paperbox receptacles and may establish uniform standards for same. Application for approval must be submitted to Developer prior to the erecting of any such receptacles. Developer may designate a supplier from which all mailbox/paperbox, receptacles must be purchased.

(d) All driveways must be properly paved within three (3) months of substantial completion of the residence and must be constructed of concrete or some other appropriate hard surface material such as driveway pavers. Use of materials other than concrete must first be submitted to Developer for approval. No gravel drives shall be permitted beyond the three (3) month period.

(e) Silt control measures may be required by the Developer at anytime during the construction process.

(f) The finish grade on all lots must conform and be restored to the roadway plans for the entire width of the lot.

(g) All lots (from front of structure to edge of road pavement) must be properly sodded upon substantial completion of the residence and completion of the finish grade for areas that have been disturbed. Suitable landscaping consisting of trees, shrubs and other plantings shall be installed in the front of the residence and shall be substantially completed within twelve (12) months from the date the residence is completed. A tree shall be planted in the front yard which shall be at least three (3) inches in diameter.

(h) Each owner shall cause a sidewalk to be constructed on its lot no later than the date of completion of a residence on its lot; provided, however, that each owner shall cause a sidewalk to be constructed on its lot within 180 days after written notice from the Developer or the Homeowners' Association that residences have been constructed on 80% of the lots, regardless of whether an owner has completed construction of a residence on its lot. Sidewalk construction shall be in accordance with uniform design standards to be provided by Developer and shall be in the location as designated by Developer.

(i) The Developer, in order to maintain high quality construction within the subdivision, reserves the right of prior approval of each general contractor, contractor or builder which proposes, or is contracted with, hired or otherwise retained by any owner, to build a residence or other structure on any lot, which approval must be obtained prior to the commencement of any such construction. Any approval by Developer of any general contractor, contractor or builder shall in no manner serve as a guarantee, warranty or representation of the quality of workmanship.

(j) A 10-foot vegetated buffer shall be maintained along the length of both banks of the unnamed tributary within the project boundaries, and shall be protected in perpetuity. Trees greater than 3 inches in diameter-at-breast-height shall not be removed from the buffer area, with the exception of dead or dying trees, or those that pose a safety hazard.

It is the intent of these provisions to insure that the residences and all improvements placed upon any lot shall be suited to the site on which placed, and in harmony with the overall scheme of the subdivision and the character and design of improvements placed upon other lots in Longwood. Developer specifically reserves the right to disapprove any such proposed improvements or items based solely on aesthetic reasons, as determined in the sole discretion of the Developer. Unless otherwise stated herein, any approval or disapproval made by the Developer, unless arbitrarily or capriciously made for reasons other than as stated herein, shall not be overruled by any tribunal.

10. No house trailers, basements, tents, garages or out buildings or temporary structures shall be used as residence on any site.

11. No trailer, mobile home, truck, inoperable vehicle, motorcycle, commercial vehicle, camper trailer, camping vehicles (including an R.V.) or boat shall be parked or kept on any lot at any time unless properly housed or concealed from view, with such determination to be made by Developer. No vehicle designed or intended for use or customarily used principally for commercial or recreational purposes nor any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use shall be parked, stored, kept or left standing upon any lot or street, except, in the case of commercial vehicles during periods when actually necessary for the furnishings of services to the owner or owners of lots in said subdivision. No vehicle shall be continuously or habitually parked on any street or public right of way. Provided, however, that this provision shall not restrict the Developer, its successor or assigns, the right to maintain a temporary sales office of any kind for the sale of lots in the subdivision.

12. No animals or livestock, other than ordinary household pets, and no animals of any description which constitute a nuisance or a threat or danger to persons or property shall be kept on any lot, nor shall animals of any description be kept for boarding, breeding or commercial purposes.

13. No noxious or offensive conditions or activities shall be permitted or carried on or upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or a violation of any federal, state or county regulation or law affecting the use or occupancy of said property.

14. No commercial advertising shall be allowed within the subdivision, except that one sign for advertising the sale or rent of the property shall be permitted. This restriction, however, shall not apply to contractors who are constructing residences, subcontractors working on any of the lots, or financial institutions actually financing the construction of the project, during the period of construction.

15. All lots shall be properly cut and/or weeded and maintained. The Developer reserves the right to approve or disapprove the general appearance or condition of any lot. If an owner fails to maintain a lot, the Developer reserves the right to mow or perform other necessary services on same and charge the owner a reasonable fee for the work, which charge shall constitute a lien upon the property.

Owner, at his/her option, may elect to have Developer maintain lot prior to commencement of construction. If such election is made, owner agrees to pay Developer the costs involved for such maintenance. At owner's request, Developer shall provide a schedule of costs concerning such maintenance.

16. No motorcycle, motor bike, motor scooter, mini bike or any other motor driven vehicle of that nature shall be operated or driven off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets in such a manner as to cause a nuisance, and same shall be equipped with a lawful, suitable and efficient muffler at all times. All state, county and local ordinances shall be observed.

17. No owner of a lot shall permit any stream, creek, drainage ditch or culvert located upon or in the right of way adjacent to his lot, to become filled in, obstructed or damaged in any way which will prevent the normal flow and drainage of water. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot. The damming of any stream or creek shall be prohibited, unless approved by the Developer and all lot owners affected thereby.

No owner shall deposit or permit to be deposited any grease, oil, gasoline, detergent, pesticide, poison or other deleterious material into any stream or creek either directly or indirectly. Streams and creeks are on private property. No creek rock shall be removed nor shall the creek be traversed without the owner's prior consent.

18. All utility installations within the subdivision shall be underground only, no utility poles shall be permitted on any lot without the prior written consent of Developer.

All electric service lines serving each lot shall be underground throughout the length of the service lines from Louisville Gas & Electric Company pedestal to the approved structures erected on each lot.

19. No commercial activity, business or commerce of any kind shall be carried on upon any lot, except for construction of improvements as permitted herein.

20. The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property outside the subdivision. Although this restriction also applies to the Developer in regard to any subdivision lots owned, Developer does, however, reserve the right to use such property for a temporary construction access and to extend any existing right of way through property which is not a subdivision lot or where applicable, to link the roads to further subdivision development. Purchaser agrees that the road may be used for present and future construction traffic and equipment, and to provide access to any future sections.

It is understood and agreed that roads were constructed by the Developer and that Developer, its successors or assigns, are exempt from any present or future fees for use of the roads (except any applicable tax imposed by governmental authority), and shall not be restricted from the use of the roadways in any respect.

21. Swimming pools, clothes lines, antennae and receivers/transmitters:

(a) No above ground swimming pools (except small children's toy pools) shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of Developer and may be arbitrarily and unreasonably withheld.

(b) No outside clothes lines shall be erected or placed on any lot.

(c) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement is first approved by Developer, which approval shall be within the sole discretion of the Developer and may be arbitrarily and unreasonably withheld.

22. Building materials shall not be stored on a lot prior to construction for a period of more than sixty (60) days without the permission of the Developer.

23. Duty to repair and rebuild:

(a) Each owner of a lot shall, at his sole cost and expense, keep his residence repaired, keeping the same 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, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty.

24. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be kept in sanitary containers.

25. Road Maintenance Assessment. It is anticipated that the responsibility for the maintenance of the subdivision roads will be assumed by the county upon their completion and upon the approval and acceptance by the Oldham County Fiscal Court. Until the time as such responsibility is assumed by the county or some other governmental agency, or if after assuming such responsibility the county or governmental agency relinquishes such responsibility, the Homeowner's Association referred to herein may assess a road maintenance fee as hereinafter stated. Developer shall not be responsible for the payment of any such charges.

It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads is assumed/reassumed by Oldham County or some other public authority. In the event that a public authority becomes responsible for the roads and roadways, then the monies in the road maintenance fund, unless otherwise required by law, shall be transferred to the Homeowners' Association and may then be used for those items as provided in items 26 and 27 herein.

26. Clubhouse, Street Lighting and other Common Facilities. The Developer shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency or which Developer may deem reasonable or necessary for the general health, safety, welfare or convenience of the residents and owners of Longwood and any future sections of Longwood which are subsequently developed. Such common facilities shall include, but not to be limited to clubhouse, pool, tennis courts, structures, recreational facilities, street lighting, entrance lighting, watering systems, street signs, flowers, shrubbery and maintenance of same. The Homeowners' Association shall establish such assessment fees, in addition to the road maintenance fees as described in Item 25 herein (if applicable), as it deems necessary to cover the maintenance and use of such facilities or items placed in Longwood.

27. **HOMEOWNER'S ASSOCIATION**

(a) Membership. Developer and every Owner of a lot in the subdivision shall be a Member of the Longwood Homeowner's Association. Such Owner and Member shall: abide by the Homeowners' Association Bylaws, Articles of Incorporation (if incorporated), and the rules and regulations adopted by the Association; shall pay the assessments provided for in this Declaration when due; and shall comply with the decisions of the Homeowners' Association Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(b) Classes of Membership. The Homeowners' Association shall have two classes of voting membership.

(i) Class A. Class A Members shall be all Owners with the exception of Developer, and shall be entitled to one vote for each lot owned. In the event that the Owner is more than one person or entity, votes shall be apportioned as provided herein. If the ownership of a lot is held by Owners in joint survivorship, each Owner shall have a proportional vote in the same fractional share as his/her interest represents to the total number of owners. If ownership of a lot is held by any multiple parties, other than as described in the immediately preceding sentence, each shall have a fractional share of one vote based on the percentage of his ownership of the lot. Owners of each lot shall keep on file with the Secretary of the Homeowners' Association a notice of the fractional votes to which each Owner is entitled. In no event shall any lot be entitled to more than one vote.

(ii) Class B The Class B Member shall be the Developer. Developer shall be entitled to twenty (20) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs.

--- Transfer of control by the Developer to the Homeowners' Association, as stated below, which must occur no later than twenty (20) years from the date of the conveyance of the first lot to an Owner other than the Developer; or

--- At such time as ninety-five percent (95%) of the total number of lots which may be developed in this section and future sections of Longwood have been conveyed to Owners other than the Developer. Provided, however, that if Developer does not have a final subdivision plat recorded for a new section within two years after 95% of the lots in the prior section(s) have been conveyed, the conversion to Class A membership shall automatically occur.

(c) Transfer. The Homeowners' Association shall accept any and all rights, obligations or property owned by the Developer at such time and from time to time as Developer expressly conveys any such rights, obligations or property to the Homeowners' Association by executing and delivering to the Homeowners' Association such appropriate instrument(s) conveying such rights, obligations or property.

(d) Purpose of Assessment: Roadway Maintenance. The assessments levied by the Homeowners' Association shall be used for the roads as stated in item 25 herein and/or to promote the recreation, health, safety and welfare of the residents and in particular the acquisition, lease, improvement and maintenance of any properties, services and facilities devoted to this purpose, or for the use and enjoyment of any Common Areas, including but not limited to the costs of repairs, replacements and additions, the cost of labor, including labor for snow removal, equipment, materials, management and supervision, payment of taxes assessed against any Common Areas, the procurement and maintenance of insurance in accordance with the decisions of the Homeowners' Association, the employment of attorneys to represent the Homeowners' Association when necessary and such other needs as may arise, for such other payments as may be set forth in the Bylaws of the Homeowners' Association and for the improvement and maintenance of the Common Areas. The Homeowners' Association shall maintain, operate, repair, and replace, unless such obligations are assumed by a municipal or governmental agency having jurisdiction thereof, any Common Areas, open spaces, any emergency entrance to and from any required retention basins, entranceways, streets, medians, trees along roadways, storm drains and basins and any recreational facilities leased or acquired by the Homeowners' Association. If the Homeowners' Association fails at any time to maintain any of the Common Areas, Developer may perform any maintenance which Developer believes in its sole discretion is necessary and the Homeowners' Association shall reimburse Developer for expenses Developer incurs for such maintenance. References in the Declaration to specific types of Common areas does not obligate the Developer to provide such areas. All streets, roadways and rights-of-way in Longwood shall be operated, maintained and repaired at the discretion, under the control and as an expense of the Homeowners' Association, unless and until such obligations, or any one of them, are assumed by any municipal or governmental agency having jurisdiction thereof.

(i) Developer may construct certain recreational facilities, as it, in its sole discretion, deems appropriate and may transfer and convey the facilities or certain nonexclusive rights therein to the Homeowners' Association which shall accept such property or rights.

(e) Uniform Rate of Assessment; Amount. The assessments contemplated by these restrictions including any special assessments, shall be fixed at uniform rates for all improved and unimproved lots except those owned by Developer and Property Owner whose lots shall be exempt from any assessment. The initial assessment hereunder shall be \$200.00 annually for unimproved lots and \$800.00 for improved lots, and shall be prorated beginning with the month of the date of purchase of each lot and the commencement of construction. Said sums shall be payable within 30 days after delivery of an invoice therefor, which invoices shall be issued at any time after January 1st of each such year. The Board of directors of the Homeowners' Association may from time to time increase or decrease the assessment.

(f) Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners' Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a Common Area, including fixtures and personal property related thereto. Any such assessment shall be applicable to the construction, reconstruction, repair or replacement of capital improvements performed in any year, and shall have the assent of the Members of the Homeowners' Association in accordance with its Bylaws.

(g) Assessments; Creation of the Lien and Personal Obligation. Each Owner, except the Property Owner and Developer, by acceptance of a deed for the lot whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners' Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments, to be established and collected as provided in these provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees (which may be required to enforce said assessments), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

(h) Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the lot.

(i) Effect of Nonpayment of Assessment: Remedies of the Homeowners' Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of that owner's lot.

(j) Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot. All Common Areas are hereby made subject to the Homeowners' Association. The Developer retains an easement across or onto any lot for the purpose of maintaining Common Areas which, for the sole purpose of maintenance, includes all sides of walls constructed by the Developer or the Homeowners' Association and the right to dedicate or

transfer all or any part of a 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, provided such dedication or transfer is approved and accepted by the public agency, authority or utility, where such acceptance or approval is necessary. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership as provided above.

(k) Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Homeowners' Association, his right of enjoyment to a Common Area to the members of his family living at the house, or to his tenants or contract purchasers who reside on the owner's lot. Membership in the Homeowners' Association may not be conveyed separately from ownership in the lot.

(l) Homeowners' Association's Right of Entry. The authorized representative of the Homeowners' Association or the Board of Directors of the Homeowners' Association shall be entitled to reasonable access to the individual lots as may be required in connection with the maintenance of, repair or replacement within a Common area, of any equipment, facilities or fixtures affecting or serving other lots or a Common Area or make any alteration required by any governmental authority.

28. The liens provided for herein may be filed in the Oldham County Court Clerk's Office without notice to the lot owner.

29. Amendment of Restrictions. These restrictions may be altered or abolished by an agreement between the Developer, the Property Owner and the owners of 51% of the total lots in the platted subdivision (including any additional sections of Longwood put to record, and including those lots owned by the Developer and Property Owner), acknowledged and recorded as a Deed of Conveyance, and such alteration or abolition shall thereafter be binding upon all owners of the lots in the subdivision.

30. These restrictions may be enforced by any of the following individuals or entities: lot owner; subdivision Homeowners Association; taxing district (if permitted by law); the Developer, its successor or assigns. Any failure to enforce, either promptly or otherwise, any of the restrictions or covenants contained herein or as shown on the recorded Plat, shall not be deemed a waiver of the right to enforce thereafter, and the invalidation of any of the covenants or restrictions contained herein by Judgement of any Court of competent jurisdiction shall not affect any of the other restrictions and covenants, and they shall remain in full force and effect.

The costs of enforcing any of these restrictions, including a reasonable attorney fee, shall be awarded at the discretion of the Court, to the prevailing party.

31. All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, successors and assigns and to each purchaser, his heirs, successors and assigns and shall be in full force and affect from the date of execution of same by Developer.

32. Developer's rights of approval and authority as stated herein shall survive the sale of all the lots in the subdivision, and Developer reserves the right to assign all of its rights and responsibilities hereinabove stated.

33. These restrictions may be incorporated by reference into future sections of this subdivision. If not incorporated in whole or part into future sections, then the 51 % requirement for amendment shall only apply to those plats of record at time of amendment.

IN TESTIMONY WHEREOF, witness the signatures of the party hereto on the date as hereinafter indicated.

MAIN STREET REALTY, INC.

By: Kenneth L. Payne

STATE OF KENTUCKY)
)SS.
 COUNTY OF OLDHAM)

Subscribed, acknowledged and sworn to before me by Kenneth L. Payne,
 as President of Main Street Realty, Inc., on this 8th day of July, 2004

My commission expires March 18, 2008

Amy Golladay
 NOTARY PUBLIC, STATE OF
 KENTUCKY AT LARGE

IN TESTIMONY WHEREOF, witness the signatures of the party hereto on the date as hereinafter indicated.

LONGWOOD, LLC

By:

Kenneth L. Pyne

[illegible]

Subscribed, acknowledged and sworn to before me by Kenneth L. Payne,
as Manager of Longwood, LLC, on this 8th day of July, 2004

My commission expires March 18, 2008

Amy Golladay
NOTARY PUBLIC, ST.

NOTARY PUBLIC, STATE OF
KENTUCKY AT LARGE

PREPARED BY:


Bryan K. Johnson

111 West Washington Street
Louisville, Kentucky 40202

DOCUMENT NO: 313044
RECORDED ON: JULY 08, 2004 10:50:18AM
TOTAL FEES: \$28.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELE A OVERMAN
BOOK 88 PAGES 484 - 494

DECLARATION OF RESTRICTIONS
OF
LONGWOOD, SECTION 2

The Declarants, Main Street Realty, Inc. of 111 West Washington Street, Louisville, Kentucky 40202, hereinafter referred to as "Developer," and Longwood, LLC, 111 West Washington Street, Louisville, Kentucky 40202, hereinafter referred to as "Property Owner", do this 2nd day of September, 2005, adopt and confirm the following as restrictions for Longwood, Section 2 and the amendments related thereto, located in Oldham County, Kentucky.

WHEREAS, Property Owner is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a new section of a single residential development known as Longwood, the first section of which was recorded in Plat Book 6, Page 60, of the Oldham County Clerk's Office and

WHEREAS, Developer and Property Owner, in said Declaration of Restrictions of Longwood, reserve the right to adopt the same restrictions for any and all future sections of Longwood by recording a document confirming those restrictions, and

WHEREAS, Developer and Property Owner, by developing and recording a new plat for Longwood, Section 2, are continuing their plan of an orderly development of the subdivision,

NOW, THEREFORE, WITNESSETH: The undersigned being the Developer and Property Owner of all lots in Longwood, Section 2, situated in Oldham County, Kentucky, hereby adopt and confirm for Longwood, Section 2, those Declarations of Restrictions of Longwood dated July 8, 2004, said restrictions being incorporated herein by reference. The Developer and Property Owner shall also provide a fifty (50) foot tree preservation buffer to be maintained at the rear of lots 99 and 100. Said restrictions shall apply to Longwood, Section 2, a plat of which is recorded in Plat Book 40, Page 86, of the Oldham County Court Clerk's Office.

IN TESTIMONY WHEREOF, witness the signature of the Developer, Main Street Realty, Inc., and Property Owner, Longwood, LLC, on the day and year first above written.

MAIN STREET REALTY, INC.

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne,
as President of MAIN STREET REALTY, INC., this 2nd day of September,
2005.

Amy Golladay
NOTARY PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2008

LONGWOOD, LLC

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne,
as President of LONGWOOD, LLC, this 2nd day of September, 2005.

Amy Golladay
NOTARY PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2008

PREPARED BY:

Bryan K. Johnson
Bryan K. Johnson

111 W. Washington Street
Louisville, Kentucky 40202

DOCUMENT NO: 336412
RECORDED ON: SEPTEMBER 02, 2005 02:23:34P
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: NANCY DONNER
BOOK R9 PAGES 123 - 124

DECLARATION OF RESTRICTIONS
OF
LONGWOOD, SECTION 3

OLDHAM COUNTY
R9 **PG 457**

The Declarants, Main Street Realty, Inc. of 471 West Main Street, Suite 203, Louisville, Kentucky 40202, hereinafter referred to as "Developer," and Longwood, LLC, 471 West Main Street, Suite 203, Louisville, Kentucky 40202, hereinafter referred to as "Property Owner", do this 27 day of September, 2006, adopt and confirm the following as restrictions for Longwood, Section 3 and the amendments related thereto, located in Oldham County, Kentucky.

WHEREAS, Property Owner is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a new section of a single residential development known as Longwood, the first section of which was recorded in Plat Book 6, Page 60, the second section which was recorded in Plat Book 6, Page 80 of the Oldham County Clerk's office.

WHEREAS, Developer and Property Owner, in said Declaration of Restrictions of Longwood, reserve the right to adopt the same restrictions for any and all future sections of Longwood by recording a document confirming those restrictions, and

WHEREAS, Developer and Property Owner, by developing and recording a new plat for Longwood, Section 3, are continuing their plan of an orderly development of the subdivision,

WHEREAS, Developer and Property Owner require a 10-foot vegetated buffer to be maintained along the length of both banks of the unnamed tributary within the project boundaries, and shall be protected in perpetuity. Trees greater than three inches in diameter-at-breast-height shall not be removed from the buffer area, with the exception of dead or dying trees or those that pose a safety hazard.

NOW, THEREFORE, WITNESSETH: The undersigned being the Developer and Property Owner of all lots in Longwood, Section 3, situated in Oldham County, Kentucky, hereby adopt and confirm for Longwood, Section 3, those Declarations of Restrictions of Longwood dated July 8, 2004, and the Amendment to those restrictions dated September 2, 2005, said restrictions being incorporated herein by reference. Said restrictions shall apply to Longwood, Section 3, a plat of which is recorded in Plat Book P10, Page 100, of the Oldham County Court Clerk's Office.

IN TESTIMONY WHEREOF, witness the signature of the Developer, Main Street Realty, Inc., and Property Owner, Longwood, LLC, on the day and year first above written.

MAIN STREET REALTY, INC.

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne, as President of MAIN STREET REALTY, INC., this 27 day of September, 2006.

Amy Golladay
NOTARY PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2008

LONGWOOD, LLC

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne,
as President of LONGWOOD, LLC, this 27 day of September, 2006.

Amy Golladay
NOTARY PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2008

PREPARED BY:

Bryan K. Johnson
Bryan K. Johnson
111 W. Washington Street
Louisville, Kentucky 40202

DOCUMENT NO: 357609
RECORDED ON: OCTOBER 02, 2006 09:11:45AM
TOTAL FEES: \$13.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: NANCY DONNER
BOOK R9 PAGES 457 - 459

DECLARATION OF RESTRICTIONS
OF
LONGWOOD, SECTION 4

OLDHAM COUNTY
R10 **Pg 314**

The Declarants, Main Street Realty, Inc. of 471 West Main Street, Suite 203, Louisville, Kentucky 40202, hereinafter referred to as "Developer," and Longwood, LLC, 471 West Main Street, Suite 203, Louisville, Kentucky 40202, hereinafter referred to as "Property Owner," do this 27th of March, 2009, adopt and confirm the following as restrictions for Longwood, Section 4 and the amendments related thereto, located in Oldham County, Kentucky.

WHEREAS, Property Owner is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a new section of a single residential development known as Longwood, the first section of which was recorded in Plat Book 6, Page 60, the second section which was recorded in Plat Book 6, Page 80, the third section which was recorded in Plat Book 6, Pages 100-101 of the Oldham County Clerk's Office and

WHEREAS, Developer and Property Owner, in said Declaration of Restrictions of Longwood, reserve the right to adopt the same restrictions for any and all future sections of Longwood by recording a document confirming those restrictions, and

WHEREAS, Developer and Property Owner, by developing and recording a new plat for Longwood, Section 4, are continuing their plan of an orderly development of the subdivision,

WHEREAS, Developer and Property Owner require a 10-foot vegetated buffer to be maintained along the length of both banks of the unnamed tributary within the project boundaries, and shall be protected in perpetuity. Trees greater than three inches in diameter-at-breast-height shall not be removed from the buffer area, with the exception of dead or dying trees or those that pose a safety hazard.

NOW, THEREFORE, WITNESSETH: The undersigned being the Developer and Property Owner of all lots in Longwood, Section 4, situated in Oldham County, Kentucky, hereby adopt and confirm for Longwood, Section 4, those Declarations of Restrictions of Longwood dated July 8, 2004, and the Amendment to those restrictions dated September 2, 2005 and September 27, 2006, said restrictions being incorporated herein by reference. Said restrictions shall apply to Longwood, Section 4, a plat of which is recorded in Plat Book P 6, Page 135, of the Oldham County Court Clerk's Office.

IN TESTIMONY WHEREOF, witness the signature of the Developer, Main Street Realty, Inc., and Property Owner, Longwood, LLC, on the day and year first above written.

MAIN STREET REALTY, INC.

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne, as President of MAIN STREET REALTY, INC., this 26 day of March, 2009.

Amy Golladay
NOTARY OF PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2012

LONGWOOD, LLC

BY: Kenneth L. Payne
Kenneth L. Payne

STATE OF KENTUCKY)
COUNTY OF OLDHAM)

Subscribed, sworn to and acknowledged before me by Kenneth L. Payne,
as President of MAIN STREET REALTY, INC., this 26 day of March, 2009.

Amy Golladay
NOTARY OF PUBLIC, STATE OF
KENTUCKY AT LARGE

My commission expires: March 18, 2012

PREPARED BY:

Bryan K. Johnson

Bryan K. Johnson
471 W. Main Street
Suite 203
Louisville, Kentucky 40202

DOCUMENT NO: 399425
RECORDED ON: MARCH 27, 2009 09:00:42AM
TOTAL FEES: \$13.00
COUNTY CLERK: JULIE K BARR
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: NANCY DONNER
BOOK R10 PAGES 314 - 316