

**DEED OF RESTRICTIVE COVENANTS  
COPPERLEAF DEVELOPMENT**

This Deed of Restrictive Covenants is made and entered into this 29<sup>th</sup> day of February, 2008 by Trademark Development, LLC. and Crumbaugh Leasing and Development, LLC. (hereinafter referred to as "Developers"), 103 East Main Street, Frankfort, Kentucky 40601, owners of the tracts of ground comprising CopperLeaf Development.

**WHEREAS**, Developer is the owner of real property located on the eastern side of US Highway 421 South, approximately ½ mile south of its intersection with US Highway 60; and

**WHEREAS**, Developer is desirous of developing the property to be used for commercial, professional office and other uses as allowed by the applicable regulations of the Frankfort/Franklin County Planning & Zoning Commission;

**NOW, THEREFORE**, Developer hereby declares that the Subject Property and any lots created therefrom shall be held, transferred, sold and occupied subject to the following restrictions and agreements which are hereby declared to be covenants running with the land:

1. Subject Property. The properties included in these Restrictive Covenants consists of:
  - a. All that property transferred to Crumbaugh Leasing & Development, LLC of record in Deed Book 494, page 358 in the office of the Franklin County Clerk.
  - b. All of Lots 1-8, CopperLeaf Subdivision, as shown on the plat thereof of record in Plat Cabinet H, Slides 127-128, in the office of the Franklin County Clerk.
2. Lighting. Lights illuminating the parking lots shall be designed to illuminate downward rather than outward or upward.
3. Maintenance. All lots in the Subject Property shall be kept free of trash and in good order. Paint shall be freshened as needed. Repairs to buildings, signs, and other structures shall be made in a timely manner. Landscaping shall be kept in trim, trees pruned, flower beds maintained. Sidewalks, streets, paths parking lots shall be routinely swept and kept in good repair. Curb, street, and parking lot markings shall be repainted as necessary. These requirements shall be enforced by the Developer.

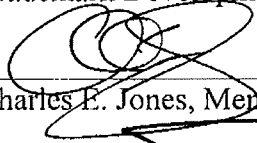
4. Prohibited Uses. The following types of businesses shall be prohibited on the Subject Property: adult arcades, massage parlors, adult bookstores, adult cabarets, adult dancing establishments, sexual entertainment centers, billiard or pool halls, body piercing and/or tattoo parlors, circuses and carnivals, stand alone cocktail lounges and nightclubs whose principal activity is dancing and the sale of alcoholic beverages.

Additionally, for a period of seven (7) years, up to and including February 28, 2015, no banking institution shall operate a bank, branch office, whether free standing or sharing other retail office space, on the subject property, except for Lot 2 of CopperLeaf Subdivision for which a bank or branch office may operate.

5. Restrictions. These Restrictive Covenants shall run with the land and shall be binding on all parties claiming under them for a period of 25 years, beginning with the date of their filing at with the Franklin County Clerk. These covenants shall be enforceable by the Developer and/or its successors and assigns and/or the owner of any lot created from the Subject Property. The failure of any party to demand or insist upon observance of any of these restrictions, or to proceed to restrain violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions. These Deed of Restrictions may be amended in writing, when signed by the Developer, or its successors or assigns, and any other lot owner, and filed of record in the office of the Franklin County Clerk.
6. Section Titles. The section titles appearing in the Deed of Restrictions are for reference purposes only and shall not be considered a part of this Deed of Restrictions or in any way to modify, alter, or amend or affect any of the provisions hereof.

IN WITNESS WHEREOF, the Developer has caused his name to be subscribed hereunto by and through his duly authorized officer, as of the date set forth above.

Trademark Development, LLC



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Charles E. Jones, Member

Crumbaugh Leasing & Development, LLC



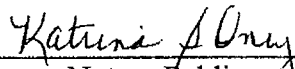
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William O. Crumbaugh, Member

STATE OF KENTUCKY  
COUNTY OF FRANKLIN

The foregoing instrument was subscribed and sworn to before me this 29<sup>th</sup> day of February, 2008, by Charles E. Jones, as Member on behalf of Trademark Development, LLC, a Kentucky limited liability company.

My commission expires 8/1/09

  
\_\_\_\_\_  
Notary Public

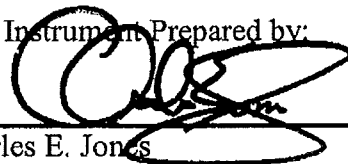
STATE OF KENTUCKY  
COUNTY OF FRANKLIN

The foregoing instrument was subscribed and sworn to before me this 29<sup>th</sup> day of February, 2008, by William O. Crumbaugh as Member on behalf of Crumbaugh Leasing & Development, LLC, a Kentucky limited liability company.

My commission expires 8/1/09

  
\_\_\_\_\_  
Notary Public

This Instrument Prepared by:



\_\_\_\_\_  
Charles E. Jones  
McNamara & Jones  
315 High Street  
Frankfort, KY 40601

DOCUMENT NO: 326979  
RECORDED ON: FEBRUARY 29, 2008 03:58:10PM  
TOTAL FEES: \$13.00  
COUNTY CLERK: GUY ZEIGLER  
COUNTY: FRANKLIN COUNTY CLERK  
DEPUTY CLERK: ANITA WHITAKER  
BOOK D505 PAGES 6 .. 8