

**CERTIFICATE OF LAND USE RESTRICTION**

**THIS CERTIFICATE OF LAND USE RESTRICTIONS** made and entered into this 29th day of February, 2008, by **TRADEMARK DEVELOPMENT, LLC**, a Kentucky limited liability company;

**WITNESSETH:**

**WHEREAS**, Trademark Development, LLC, is the owner and developer of the hereinafter described property; and

**WHEREAS**, Trademark Development, LLC and Most Reverend Ronald W. Gainer, Bishop of the Roman Catholic Diocese of Lexington, Kentucky entered into a Memorandum of Understanding dated February 20, 2008, in which the parties agreed to that a Certificate of Land Use Restriction be filed of record in the Office of the Franklin County Clerk setting forth certain agreements between the parties.

**NOW, THEREFORE**, Trademark Development, LLC does hereby agree and by these presents do hereby restrict the following property to the sections set forth herein, the property being more particularly described as follows:

Being all of Lots 1, 2 and 8 of the Copperleaf Subdivision as shown upon a plat thereof of record in Plat Cabinet H, Slides 127-128, in the Office of the Franklin County Clerk.

**RESTRICTIONS**

1. Trademark, and its successors and assigns, agrees not to construct or operate a gas station, convenience store, storage facility, nightclub, adult bookstore, tattoo/piercing parlor, massage parlor, car wash, pawn shop or a bar that is not part of a restaurant on any of its property bordering the Church property, being Lots 1 & 8..

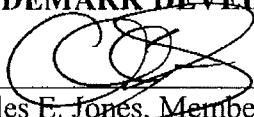
2. Trademark, and its successors and assigns, agrees to limit the height of any building on Lots 1 and 2, which are located at the southwest corner of its property and front along U.S. 421 bordering the Church property, to a maximum of two (2) stories. Additionally, on said property, Trademark, and its successors and assigns, agrees to limit the height of any signage to twenty-five (25') feet.

3. Trademark, as the owner of Lots 1 & 8, and its successors and assigns, agrees to maintain the fenceline between the parties as shown on the attached Exhibit A. If said fence is removed or destroyed during construction, Trademark, and its successors and assigns, shall repair or replace the damaged portion of the fence with a new woven wire fence.

4. Trademark, and its successors and assigns, agrees to abide by the City of Frankfort landscape requirements, as set forth in Article 7, for Lots 1 & 8, for the property line as shown on the attached Exhibit A. Trademark, and its successors and assigns, agrees not to seek credit for existing trees and shall plant the full compliment of landscaping required under Article 7.

**IN TESTIMONY WHEREOF**, witness the signatures of the parties hereto on the day and year first above written.

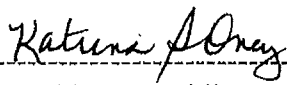
**TRADEMARK DEVELOPMENT, LLC**

  
\_\_\_\_\_  
Charles E. Jones, Member

STATE OF KENTUCKY    )  
  ) SS.  
COUNTY OF FRANKLIN )

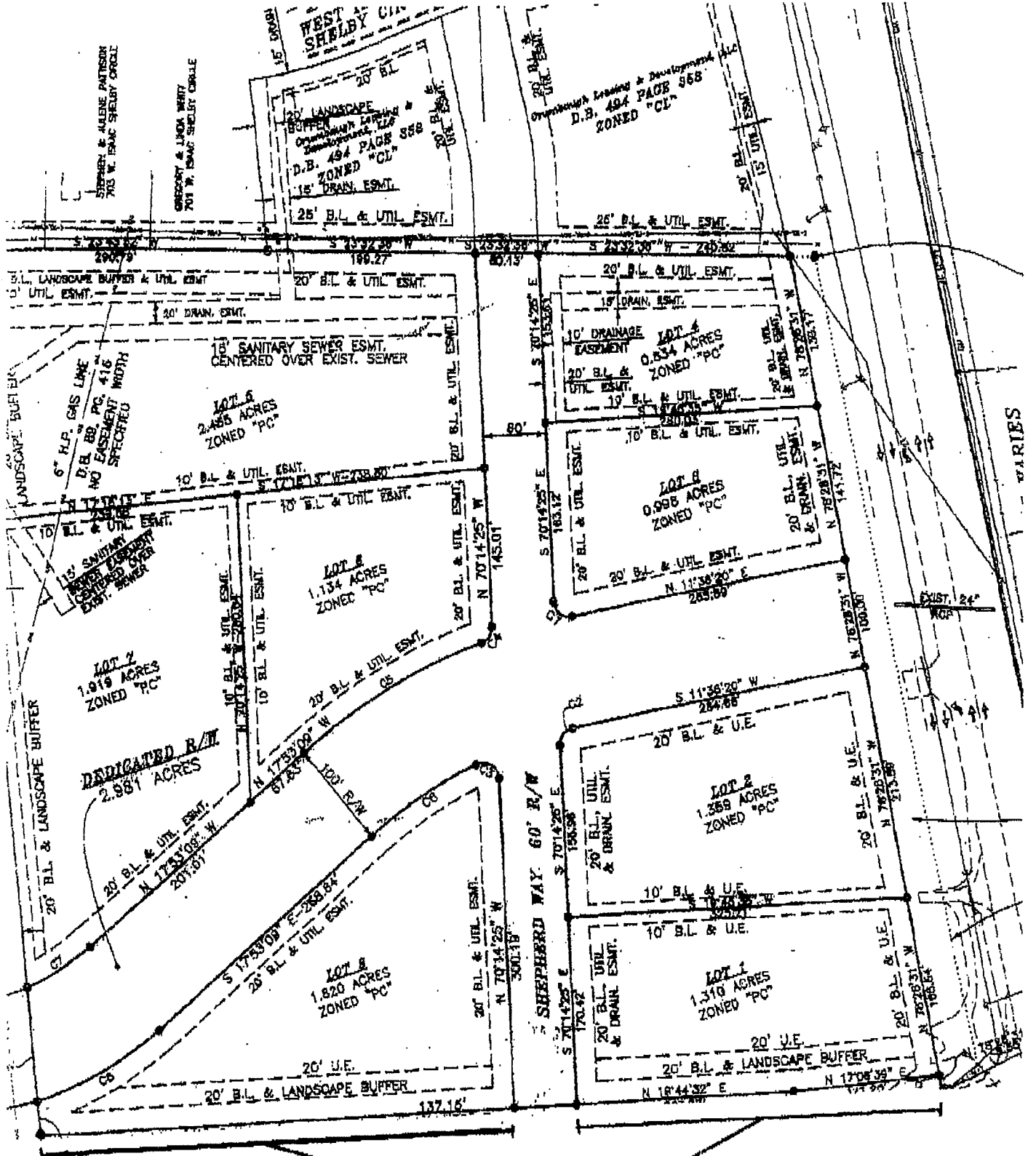
The foregoing Certificate of Land Use Restriction was acknowledged, subscribed and sworn to before me this 29th day of February, 2008, by Charles E. Jones, as Member of Trademark Development, LLC, a Kentucky limited liability company, for and on behalf of said company.

My commission expires: 8-1-09

  
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Notary Public

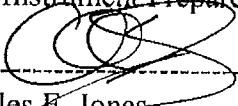
**EXHIBIT A**

**FRANKLIN COUNTY  
D505 Pg 11**



**Common boundary for fence line and landscaping**

This Instrument Prepared by:

  
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Charles E. Jones

**McNamara & Jones**  
315 High Street  
Frankfort, Kentucky 40602-0916

DOCUMENT NO: 326900  
RECORDED ON: FEBRUARY 29, 2008 03:59:12PM  
TOTAL FEES: \$16.00  
COUNTY CLERK: GUY ZEIGLER  
COUNTY: FRANKLIN COUNTY CLERK  
DEPUTY CLERK: ANITA WHITAKER  
BOOK D505 PAGES 9 - 12