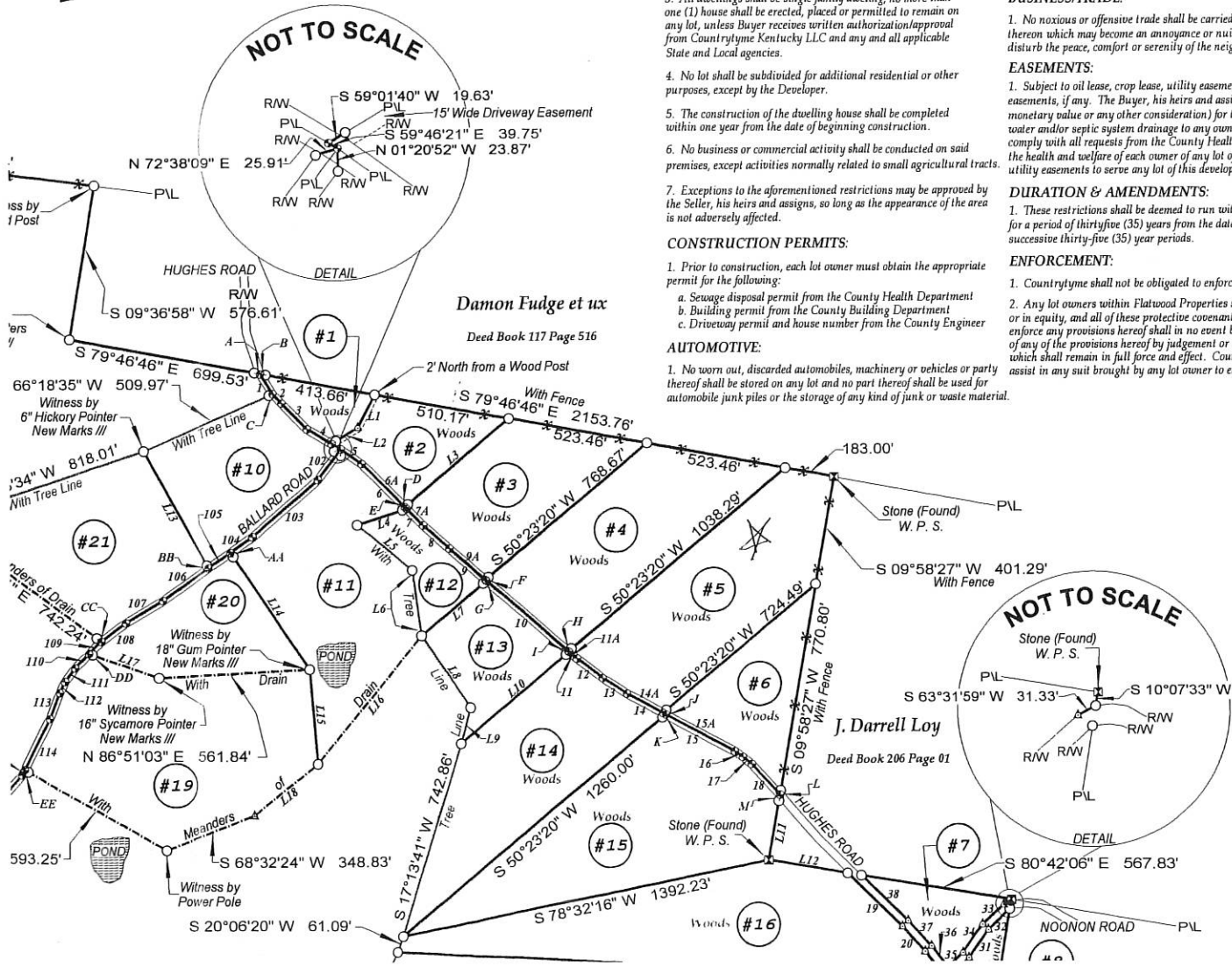
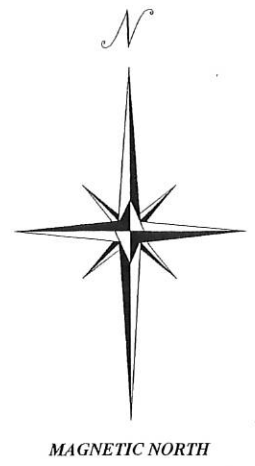


# Properties

## Flatwood Properties Protective Covenants



### RESIDENTIAL USE:

1. No garage, or unfinished single family dwelling, camper, barn, tent, basement or other outbuilding shall at any time be occupied or used as a permanent residence. Camping is permitted, but shall not exceed three consecutive months.
2. Singlewides are permitted, however, they must be new and placed on a permanent foundation if the tract is less than ten (10) acres.
3. All dwellings shall be single family dwelling, no more than one (1) house shall be erected, placed or permitted to remain on any lot, unless Buyer receives written authorization/approval from Countryside Kentucky LLC and any and all applicable State and Local agencies.
4. No lot shall be subdivided for additional residential or other purposes, except by the Developer.
5. The construction of the dwelling house shall be completed within one year from the date of beginning construction.
6. No business or commercial activity shall be conducted on said premises, except activities normally related to small agricultural tracts.
7. Exceptions to the aforementioned restrictions may be approved by the Seller, his heirs and assigns, so long as the appearance of the area is not adversely affected.

### CONSTRUCTION PERMITS:

1. Prior to construction, each lot owner must obtain the appropriate permit for the following:
  - a. Sewage disposal permit from the County Health Department
  - b. Building permit from the County Building Department
  - c. Driveway permit and house number from the County Engineer

### AUTOMOTIVE:

1. No worn out, discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

### ANIMALS:

1. No swine shall be permitted on any lot. Free range poultry is allowed. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one and one-half (1 1/2) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted.

### BUSINESS/TRADE:

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort or serenity of the neighborhood.

### EASEMENTS:

1. Subject to oil lease, crop lease, utility easements, road right-of-way easements or drainage easements, if any. The Buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The Buyer agrees to grant utility easements to serve any lot of this development.

### DURATION & AMENDMENTS:

1. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof and shall be automatically renewed for successive thirty-five (35) year periods.

### ENFORCEMENT:

1. Countryside shall not be obligated to enforce these covenants.
2. Any lot owners within Flatwood Properties shall have the right to enforce by any proceedings at law or in equity, and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provisions hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any of the provisions hereof by judgement or Court order shall in no way affect any other provisions which shall remain in full force and effect. Countryside LLC, Ltd. shall not be obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

## ACREAGE PER TRACT

TRACT #1 = 1.26 ACRES
TRACT #2 = 3.09 ACRES
TRACT #3 = 5.94 ACRES
TRACT #4 = 8.43 ACRES
TRACT #5 = 9.16 ACRES
TRACT #6 = 4.09 ACRES
TRACT #7 = 1.73 ACRES
TRACT #8 = 1.17 ACRES
TRACT #9 = 49.77 ACRES
TRACT #10 = 5.57 ACRES
TRACT #11 = 9.29 ACRES
TRACT #12 = 1.93 ACRES
TRACT #13 = 3.47 ACRES
TRACT #14 = 8.31 ACRES
TRACT #15 = 11.16 ACRES
TRACT #16 = 11.55 ACRES