

THIS INSTRUMENT PREPARED BY:

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3500

RETURN TO:

*Division of Grants and Special Programs
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED AND RESTATED DECLARATION
OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this _____ day of June, 2025, by **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 ("Declarant") and **WOODLAND CHRISTIAN CHURCH, INC.**, a Kentucky nonprofit corporation, whose address is 530 East High Street, Lexington, Kentucky 40502 ("Owner"). Owner is the holder of a fee simple interest, and Declarant is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), by virtue of that certain Amended and Restated Ground Lease dated as of December 18, 2024 by and between Owner and Declarant (the "Ground Lease") which Ground Lease is further evidenced by that certain Memorandum of Lease dated as of December 18, 2024, of record in Deed Book 4109, Page 272 in the Office of the Clerk of Fayette County, Kentucky. Declarant is to construct and rehabilitate Property identified herein in order to create a thirty eight (38) unit rental housing development known or to be known as The Flats at Woodland Apartments ("Project"). To facilitate the Project, Declarant has been awarded funds in the amount of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** from the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky, 40507 ("Government"), through the Government's Division of Grants and Special Programs' HOME Program.

WITNESSETH:

WHEREAS, this First Amended and Restated Declaration of Restrictive Covenants replaces the Declaration of Restrictive Covenants dated December 18, 2024, and recorded in the Fayette County Clerk's Office in Lexington, Kentucky in Deed Book 4110, Page 205-215.

WHEREAS, the Owner is the owner of certain real property known and designated as **530 East High Street, Lexington, Fayette County, Kentucky 40502** and more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, the Government, through its HOME Program, works to increase the supply of affordable, standard residential rental units to low and very low income households by providing loans to property owners; and

WHEREAS, said Government, through its HOME Program, has loaned funds in the amount of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** to Declarant for the construction of a thirty eight (38) unit apartment complex for low-income households;

WHEREAS, Declarant and Owner have agreed that three (3) units are HOME-assisted and that only these three (3) units are subject to the herein described affordability restrictions;

WHEREAS, said Government program is being conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development ("HUD") which requires, as a condition of receipt of funds thereunder, that Restrictive Covenants, running with the land in conformance with the eligibility and affordability provisions of the program, be declared and filed of record as to each property developed with program funds; and

WHEREAS, the Declarant has borrowed the sum of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** pursuant to the Government's HOME Program and HUD's HOME Investment Partnerships Program for the construction of thirty eight (38) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME program;

WHEREAS, the Government holds a leasehold mortgage lien interest in the site and is required by HUD regulations relating to the HOME Investment Partnerships Program to require the establishment of covenants, conditions and restrictions running with the land and to enforce such covenants, conditions and restrictions;

NOW, THEREFORE, the Owner, for its assigns, subsequent purchasers, lessees and successors in interest hereby declares that the Site is and shall be held transferred, sold, conveyed and occupied, subject to the conditions, restrictions and reservations hereinafter set out, which are hereby established and declared to be covenants running with the land:

1. RESTRICTED USES:

(a) The site shall be maintained solely as residential property. Owner and its assigns, subsequent purchasers, lessees and successors in interest agree that the three (3) HOME-assisted units shall be rented to low income and very low households. Low income households are those households with gross incomes at or below sixty percent (60%) of the median income for the community. Very low income households are those households with adjusted gross incomes at or below fifty percent

(50%) of the median income for the community. During the duration of these covenants, there is no minimum of the number of the HOME-assisted units that shall be rented to very low income households except as provided elsewhere herein.

(b) Owner and its assigns, subsequent purchasers, lessees and successors in interest shall charge rents no higher than low HOME and high HOME rents as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner and its assigns, subsequent purchasers, lessees and successors in interest to adjust the rent charged, Owner and its assigns, subsequent purchasers, lessees and successors in interest must obtain the prior approval of the Government and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

(c) The family size and the gross income for all tenants must be determined at the time of initial occupancy and annually for the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall provide information on family size, gross income and rent charged for all tenants to the Government within sixty (60) days after the initial rent up and the annual review date. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

(d) The Owner and its assigns, subsequent purchasers, lessees and successors in interest shall, on an annual basis, for the duration of these covenants, review the income, family size and exclusions of all tenants and determine if any are over-income. An over-income tenant is a household with a gross income exceeding eighty percent (80%) of the median for the community. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict over-income tenants based on income. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall increase the rent of the site to not less than thirty percent (30%) of the households adjusted gross income, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(e) Should the adjusted gross income of a very low income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and for the duration of these covenants, the Owner and its assigns, subsequent purchasers, lessees and successors in interest may increase the rent for such tenant up to the high HOME rate for the duration of the tenancy. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low income tenant whose income is at or below fifty percent (50%) of the

area median income at a rent no higher than the established low HOME rent.

(f) No sale of the site shall be completed without giving notice to the Government in writing at least ten (10) days prior to the closing.

2. DURATION. The covenants and restrictions herein established shall be a covenant running with the land and shall be effective from the date of project completion, **November 1, 2026**, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report showing that ten (10) units assisted by this loan have been rented to low-income and very low-income households, for a period of **thirty (30) years** and shall be binding upon the Owner, its assigns, subsequent purchasers, lessees and successors in interest and all parties and persons claiming under them during the term hereof.

It is intended and agreed that the Government and its successors and assigns and the United States of America shall be deemed a beneficiary of the covenant provided, both for and in their or its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefits such agreements or covenants have been provided. Said covenant shall run in favor of the Government and the United States for the duration of these covenants. The Government and the United States shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, or to collect the full amount of any disbursement made to Owner, to which it or any other beneficiaries of such agreement or covenant may be entitled.

3. PURCHASER AT FORECLOSURE. During the term hereof, should any mortgage or deed of trust be foreclosed on the Site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment by any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD), all restrictions relating to affordable housing programs provided for in this Deed and Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the property.

4. FUTURE DEEDS. Owner, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full in all future deeds related to the Site during the term hereof.

5. SEVERABILITY OF PROVISIONS. Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

IN WITNESS WHEREOF, Owner, Declarant, and Government have executed this Declaration of Restrictive Covenants effective as of the day and year first above written.

SIGNATURE PAGE- DECLARANT

WOODLAND CC LLC, a Kentucky limited liability company

By: Woodland CC MM LLC,
a Kentucky limited liability company, its Managing Member

By: Winterwood Development, LLC,
a Kentucky limited liability company,

its Managing Member

By: _____
Name: Carol Worsham
Title: Manager

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of June, 2025, by Carol Worsham, as Manager of Winterwood Development, LLC, a Kentucky limited liability company, the Managing Member of Woodland CC MM LLC, a Kentucky limited liability company, the Managing Member of Woodland CC LLC, a Kentucky limited liability company.

Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

SIGNATURE PAGE - OWNER

WOODLAND CHRISTIAN CHURCH, INC.,
a Kentucky nonprofit corporation

By: Vicki Vaughn
Its: Board Chair

Vicki Vaughn, Board Chair

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of June, 2025, by Vicki Vaughn, as Board Chair of Woodland Christian Church, Inc., a Kentucky nonprofit corporation.

Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

530 East High Street, Lexington, Kentucky 40502

TRACT NO. 1

All that tract or parcel of land beginning at a point at the corner of Kentucky Avenue and High Street and running thence in a southerly direction along the line of said Kentucky Avenue a distance of two hundred and ninety-three (293) feet, thence in an easterly direction a distance of ninety-one (91) feet, corner to lot now owned by Annie W. Maurer, running thence along the line of said Maurer a distance of two hundred and sixty-one (261) feet to the line of High Street, thence in a westerly direction and along the line of High Street one hundred and twenty-five (125) feet to the point of beginning.

There is excepted from the foregoing property however all of that real property conveyed by the Trustees of the Woodland Christian Church, by deeds dated June 17, 1912, and October, 1912, and of record in Deed Book 166, Page 637, and Deed Book 168, Page 447, respectively, in the Fayette County Clerk's Office.

TRACT NO. 2

All that tract or parcel of land situated on the Southwest corner of Oldham Avenue and East High Street in the City of Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point where the West property line of Oldham Avenue intersects the South line of East High Street, said point being eight (8) feet Southerly from the face of the curb of East High Street; thence in a Southerly direction with said Oldham Avenue 117.85 feet to the line of A. E. Paritz; thence at right angles and in a westerly direction with Paritz's line 90 feet, more or less, to the line of Leona G. Prather; thence in a Northerly direction with Prather's line One Hundred Forty (140) feet, more or less, to a point eight (8) feet from the face of the curb of East High Street; thence in an Easterly direction with East High Street, 52 feet to the beginning and being a part of Lots 1 and 2 of the Chautauqua Woods Addition to the City of Lexington, of record in Plat Cabinet E, Slides 78-79 (formerly Plat Book 1, Pages 78-79) in the Fayette County Clerk's Office.

TRACT NO. 3

Parcel No. 1

Beginning at a point in the west side of Kentucky Avenue 100 feet south of what would be the north line of Maxwell Street if extended (which has now been actually extended) and at a corner to (formerly) R. Merriman, running thence westwardly with the southern line of R. Merriman 130 feet, more or less, to Beard's line; thence southwardly and parallel with Kentucky Avenue 50 feet; thence eastwardly 130 feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue 50 feet to the point of beginning.

Provided there is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 388, Page 106, in the Fayette County Court Clerk's Office.

Parcel No. 2

Located and being on the westerly side of Kentucky Avenue between Maxwell Street extended (which has now been actually extended) and Euclid Avenue, fronting 50 feet on said Avenue, and beginning 50 feet from the north line of Maxwell Street extended, and at the south corner of the lot formerly owned by Melissa Veal; thence southwardly along the line of Kentucky Avenue 50 feet to a stake; thence at right angles with Kentucky Avenue westwardly 130 feet, more or less, to the lot occupied by the Lexington Fire Department; thence with the line of said lot in a northwardly direction 50 feet to the line of Melissa Veal; thence eastwardly 130 feet, more or less, to the point of beginning, the improvements on said property being known as 205 Kentucky Avenue.

There is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 583, Page 28, in the Fayette County Court Clerk's Office.

EXCEPTING THEREFROM so much as conveyed to Stanford Realty, Inc. by that certain Deed, dated October 10, 2008, of record in Deed Book 2838, Page 607, in the Office aforesaid.

TRACT NO. 4

Beginning in the west line of Kentucky Avenue at a point One Hundred Eighty Seven and One Half (187-1/2) feet south of the northern line of Maxwell Street and corner to the property conveyed to MacGregor in the aforesaid deed dated June 7th, 1912, and of record in Deed Book 167, Page 141; running thence westwardly and parallel to the west line of Maxwell Street One Hundred Thirty (130) feet, more or less, to Beard's line; thence southwardly with the east line of said Beard Thirty Seven and One Half (37-1/2) feet to the line of Pilcher (formerly Oldham and Finn) thence eastwardly with the northern line of Pilcher One Hundred Thirty (130) feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue Thirty Seven and One Half (37-1/2) feet to the point of beginning.

TRACT NO. 5

BEING the northerly part of a lot of land on the west side of Kentucky Avenue, south of High Street conveyed to Mrs. R. A. Gibbons by deed of Elsie Hughson and husband dated October 7, 1902; the half of said lot hereby conveyed fronts 37-1/2 feet on Kentucky Avenue and extends back between parallel lines 130 feet, and is bounded on the south by the other half of the lot conveyed to Mrs. Gibbons by the Hughsons.

TRACT NO. 6

All that tract or parcel of land located in the City of Lexington, Fayette County, Kentucky, and being more fully described as follows, to-wit:

Beginning on the western line of Kentucky Avenue at a point 150 feet south of the Northern line of Maxwell Street, if extended to Kentucky Avenue; running thence Westwardly parallel with the Northern line of Maxwell Street, if extended, 130 feet, more or less, to Beard's line; thence Southwardly with the Eastern line of Beard's property 37-1/2 feet to the property of Laura C. Arnspiger, et al; thence Eastwardly with the Northern line of Laura C. Arnspiger's lot 130 feet to the Western line of Kentucky Avenue; thence Northwardly with the Western line of Kentucky Avenue 37-1/2 feet to the place of beginning and being known and designated as 209 Kentucky Avenue.

TRACT NO. 7

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All that lot of land and improvements thereon located on the south side of East High Street at the junction of High and Maxwell Streets, being Lot No. 7 in the O. P. Alford's Subdivision to the City of Lexington, Kentucky, and more particularly described as follows: Beginning at a point thirty (30) feet from the middle of High Street in Houlihan's (now or formerly) line in the line of Lot No. 6 in said subdivision and running thence along High Street ninety-nine (99) feet to a point in the line of Lot No. 8 in said subdivision; thence with the line of Lot No. 8 in a southwesterly direction two hundred forty (240) feet to a point in the line of Lot No. 17; thence with the line of Lots Nos. 17 and 16 in a northwesterly direction seventy (70) feet to the corner of Lot No. 6; thence along the line of Lot No. 6 in a northerly direction two hundred fifty-five (255) feet to the point of beginning.

Being a portion of the same property acquired by Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, in the Office of the Clerk of Fayette County, Kentucky.

TRACT NO. 8

Beginning in the East line of Kentucky Avenue, at the southwest end of the Woodland Christian Church property, which distance is about two hundred ninety-three (293) feet from the southeast corner of High and Kentucky Avenue; thence in a northerly direction along the east line of Kentucky Avenue fifty (50) feet; thence back from Kentucky Avenue, in an easterly direction and along the south line of the property owned by the Woodland Christian Church and of equal width with the front, a distance of about ninety (90) feet to the property of Mrs. Charles Gilman, formerly the property of Mrs. Burrier, formerly the property of Annie Maurer, being fifty (50) feet off of the rear end of the property conveyed to Charles Bowyer, P. K. Farra and R. L. Jones, trustees of the Woodland Christian Church, by R. W. O'Neal and his wife, by Deed dated June 12, 1908, the improvements on said property being known and described as 224 Kentucky Avenue, Lexington, Kentucky, and recorded in Deed Book 154, Page 143, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property acquired by A. B. Vimont, Chris Hamman, A. J. Rogers, Terry Regan, Joe M. Kemper and Wilson Cox, Trustees of the Woodland Christian Church, their successors and assigns, by that certain Deed, dated May 31, 1972, of record in Deed Book 1050, Page 588 and by that certain Deed, dated May 1, 1972, of record in Deed Book 1050, Page 592, both in the Office

of the Clerk of Fayette County, Kentucky.

Together with 12 foot access and utility easement as reserved in Deed Book 2838, Page 607 of the Clerk's Records of Fayette County, Kentucky.

And, all those tracts or parcels of land being located along the southeasterly and northwesterly sides of Kentucky Avenue, as it intersects with Maxwell Street and High Street in Lexington, Fayette County, Kentucky, and said tracts being more particularly described by retracement survey, to wit;

530 EAST HIGH STREET

Beginning at an iron pin found at the intersection of the southeasterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of High Street, said pin being the northerly corner of the Woodland Christian Church, Inc. (Deed Book 2199, Page 15), said parcel of land known as 530 East High Street, and being further designated as parcel# 94018100 by the Fayette county Property Valuation Administrator (**PVA**), and having geographic grid coordinates of Northing:195103.90 and Easting:1507578.07; thence leaving the southeasterly right-of-way of Kentucky Avenue and running along the southwesterly right-of-way of East High Street for two calls, S 41° 33' 16" E 118.91 feet to a MAG Nail with shiner stamped "CDP #3539", and S 21° 07' 49" E 99.56 feet to an iron pin found with plastic cap stamped "PLS 3550", said pin being a common corner of Woodland Christian Church and Bower Properties 552, LLC (Deed Book 3399, Page 709); thence leaving the southwesterly right-of-way of East High Street and running with the common line of Woodland Christian Church and Bower Properties, and continuing with the line of two separate Kaufman Family, LLC properties (Deed Book 1864, Page 137; Deed Book 1865, Page 144), S 60° 53' 58" W 233.74 feet to an iron pin and cap set (iron pins set this survey are 5/8" rebar, 18-inches in length with an orange plastic cap stamped "CDP Engineers PLS #3539 Green"; thence continuing with a new common line of Woodland Christian Church and Kaufman Family, and continuing with the line of Patel Realty, LLLP, N 37° 08' 17" W 162.27 feet to an iron pin found at the common corner of Woodland Christian Church and Patel, said pin being in the southeasterly right-of-way of Kentucky Avenue, aforesaid; thence running along the southwesterly right-of-way of Kentucky Avenue, N 48° 26' 28" E 250.48 feet to the point of beginning and containing 1.089 acres (47,422 s.f.).

205 KENTUCKY AVENUE

Beginning at an iron pin set at the intersection of the northwesterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of Maxwell Street, said pin being the easterly corner of the another Woodland Christian Church, Inc. property, aforesaid, said parcel of land known as 205 Kentucky Avenue, and being further designated as parcel# 94018170 by the PVA, and having geographic grid coordinates of Northing:195141.69 and Easting:1507547.09; thence leaving the line of Maxwell Street and running along the northwesterly right-of-way of Kentucky Avenue, S 48° 39' 45" W 211.94 feet to an iron pin set, said pin being the front common corner of Woodland Christian Church and RCCG 223 KY Avenue LLC (Deed Book 3561 Page 601); thence leaving the right-of-way of Kentucky Avenue and running with their common line, N 40° 42' 38" W 131.15 feet to an iron pin set at their rear common corner, said pin being in the line of Keaton and Rachel

Smith (Deed Book 3232, Page 415); thence leaving the line of RCCG 223 KY, and running with the common line of Woodland Christian Church and Smith, and continuing with the line of Haibo Tang (Deed Book 3212, Page 581), and Burton Properties, LLC (Deed Book 4013, Page 290), N 49° 15' 08" E 111.38 feet to an iron pin set, said pin being a common corner of Woodland Christian Church, and David and Kathy Feinberg (Deed Book 1558, Page 237); thence running with the common line of Woodland Christian Church and Feinberg for four calls, S 41° 20' 13" E 26.00 feet to an iron pin set, N 48° 39' 47" E 48.00 feet to an iron pin set, S 41° 20' 13" E 18.00 feet to an iron pin set, and N 48° 39' 47" E 52.00 feet to an iron pin set in the southwesterly right-of-way of Maxwell Street, aforesaid; thence running along the southwesterly right-of-way of Maxwell Street, S 40° 45' 03" E 86.00 feet to the point of beginning containing 0.552 acre (24,062 s.f.).

The bearings and grid coordinates cited herein are referenced to the Kentucky State Plane Coordinate System, North Zone, in US Survey Feet.

Being the same property conveyed to Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, and that certain deed of record in Deed Book 4109, page 72, as subsequently leased to Woodland CC LLC, as evidenced by Memorandum of Ground Lease recorded December 18, 2024 in Deed Book 4109, page 272, all of the Clerk's Records of Fayette County, Kentucky.

4924-5132-7564, v. 1