

**FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**THIS FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Fifth Amendment")** is made this the 2nd day of September 2026 ("**Effective Date**"), by **ONE VENUE, LLC ("Developer")**, a Kentucky limited liability company, with a mailing address of PO Box 910179, Lexington, Kentucky 40591.

**RECITALS:**

A. Developer has previously made that certain Declaration of Covenants, Restrictions, and Easements for The Venue Shopping Center dated effective as of January 22, 2018, of record in Deed Book 3559, page 362 in the Fayette County Clerk's Office (the "**Original Declaration**"), as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements dated March 30, 2018, of record in Deed Book 3570, Page 330 in the Fayette County Clerk's Office (the "**First Amendment**"), and as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Easements dated April 5, 2019, of record in Deed Book 3663, Page 176 in the Fayette County Clerk's Office (the "**Second Amendment**"); and as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Easements dated December 5, 2022, of record in Deed Book 3993, Page 686 in the Fayette County Clerk's Office (the "**Third Amendment**"); and as amended by that certain Fourth Amendment to declaration of Covenants, Restrictions and Easements dated January 1, 2024, of record in Deed Book 4090, Page 704 (the "**Fourth Amendment**") all of the foregoing Original Declaration, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment which all encumbers the real property described in **Exhibit A** attached hereto and made a part hereof (collectively the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment the "**Declaration**" or the "**ECR**").

B. 2420 Holding Company, LLC, (the "**2420 Owner**"), is the owner of all of Lot 1 as shown on the Amended Final Record Plat Brookhaven Subdivision, Lot 1, Block "A", Unit 1-F, Plat Cabinet R, Slide 443, 2434 Nicholasville Road, Lexington Kentucky of record in Plat Cabinet R, Slide 755, in the Fayette County Clerk's Office ("**Lot 1**").

C. Developer, pursuant to the Declaration, has previously given irrevocable approval and consent in writing to the 2420 Owner, and its successors and/or assigns as to the future design, development, construction, parking, height, signage, use, changes to the Common Areas and other approvals for the 2420 Owner, its successors and assigns, of Lot 1, as described in the approval letter on **Exhibit B** attached hereto and incorporated herein by reference.



D. Developer desires to file the approvals and consents on Exhibit B of record and amend the Declaration as it relates to said approvals and consents as to Lot 1 for the 2420 Owner, and its successors and assigns.

E. Pursuant to Section 15.4 of the Original Declaration, Developer now amends the Declaration as set forth herein.

#### **AGREEMENT:**

NOW THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended by this Fifth Amendment which encumbers the real property described in Exhibit A attached hereto as follows:

1. **Recitals.** The foregoing recitals are intended to be a material part of this Fifth Amendment and are incorporated herein by this reference.

2. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the same meanings herein as are given to them in the Declaration.

3. **Section 3.1 Design and Construction.** Pursuant to Section 3.1 of the ECR's, the Developer has previously, in writing, granted consents to 2420 Owner, its successors and assigns, as to Lot 1 pursuant to Exhibit B attached hereto and Developer hereby amends and restates Section 3.1(a) of the ECR's in its entirety as a whole by the terms of this Fifth Amendment to memorialize said Developer consents for Lot 1 and to amend Section 3.1(a) to include other language so it shall read in its entirety as follows:

*“(a) Any Building constructed within the Shopping Center shall be constructed in accordance with Applicable Laws and shall, except as otherwise provided herein: (i) be designed so that the exterior elevation of such Building is architecturally and aesthetically compatible with the other Buildings in the Shopping Center, as determined by Developer in the reasonable exercise of its discretion, not to be unreasonably withheld, delayed or conditioned and no construction of a Building shall commence until an Owner has received Developer's written approval of such design; (ii) be constructed in a first class and workmanlike manner in accordance with standards customarily employed in the construction of such facilities as part of a first class retail development; and (iii) include decorative screening so as to obscure from public view all trash rooms, dumpsters, trash holding receptacles, mechanical or electrical equipment,*

storage facilities or bins, or other unsightly building appurtenances. Without the Developer's prior written consent and, if applicable, an amendment to the approved development plan then in effect for the Shopping Center, no Building shall be more than one story above grade or exceed the height shown for such Building shown on the then-current approved development plan for the Shopping Center, measured from the finish floor elevation to the top of the highest building protrusion or appurtenance (including roof-mounted equipment and decorative roof screening, but excluding any flagpoles). A copy of the approved development plan currently in effect for the Shopping Center is attached hereto as Exhibit D. Notwithstanding the provision of subsection (i) of this Section 3.1(a) or any other provision of this ECR, the exterior elevations of any Occupant of the Shopping Center that is a franchisee, licensee, franchisor or owner-operator of a national or multi-state chain or franchised concept of restaurants or other businesses shall be deemed architecturally and aesthetically compatible with the other Buildings in the Shopping Center so long as such exterior elevations are consistent with the trade dress or other recognized branding of such concept of restaurants or other businesses. Additionally, 2420 Owner, and its successors and assigns, have received consents from the Developer for Lot 1 pursuant to the ECR's which shall not require any further consents or approvals of the Developer or the Manager or any successor Developer or Manager. Further, the Developer has previously granted, in writing, Developer's irrevocable approvals as is related to the future design, construction, parking, building height, signage, use, and other approvals for the 2420 Owner's, and its successors and assigns, Parcel Lot 1 and its Common Areas. Those approvals by the Developer are for the benefit of and in favor of the 2420 Owner, its successors and assigns as to Lot 1 are set forth on Exhibit B, attached hereto and incorporated herein by reference as if set forth at length herein. Developer's said consents and approvals as set forth in Exhibit B shall be and are hereby an amendment to this Section 3.1(a) of the ECR's as to the 2420 Owner's Parcel Lot 1 and its Common Areas on its Parcel for the benefit of the 2420 Owner and its successors and assigns and related to Lot 1. The 2420 Owner, or its successors and assigns shall not be required to seek additional approvals from the Developer or the Manager, or any successor Developer or successor Manager related to Section 3.1 of the ECR for the 2420 Owner Parcel Lot 1 or any other approvals as may otherwise be set forth in the ECR's or as may be set forth in any current or future rules and regulations as may be implemented from time to time and are inconsistent with this Section 3.1, as amended, by this Fifth

***Amendment. Any amendment to the approved development plan to permit and allow for a two-story building on Lot 1, retail with residential above, a drive through, additional signage or any of the consents as further provided in Exhibit B attached hereto, the Developer's consent is hereby irrevocably granted as to an amendment to a development plan to incorporate the above or as provided on Exhibit B and shall be binding on any successor Developer and/or Manager."***

2. ***Section 3.2 No Build Area.*** Pursuant to Section 3.2 of the ECR's, Developer has previously, in writing, granted consents to 2420 Owner, its successor and assigns as to Lot 1 and Developer hereby amends Section 3.2 of the ECR's by this Fifth Amendment to memorialize said Developer consents for Lot 1 by adding the following language at the end of Section 3.2 of the ECR:

***"Notwithstanding the foregoing of this Section 3.2, or any other provision of this ECR, the Developer, and its successors and assigns, has previously granted, in writing, Developer's irrevocable approvals as is related to the future design, construction, parking, building height, signage and use, and other approvals for the 2420 Owner, and its successors and assigns, Common Areas located on 2420 Owner's Parcel Lot 1 of the Shopping Center. Those approvals by the Developer are for the benefit of and in favor of the 2420 Owner, and its successors and assigns, for Lot 1 are set forth on Exhibit B, attached hereto and incorporated herein by reference as if set forth at length herein. Said approvals as set forth in Exhibit B shall be and are hereby an amendment to this Section 3.2 of the ECR's as to the 2420 Owner, and its successors and assigns, Parcel and its Common Areas on its Parce Lot 1. The 2420 Owner, and its successor and assigns shall not be required to seek additional approvals from the Developer or the Manager, or any successor Developer or successor Manager related to this Section 3.2 of the ECRs for the 2420 Owner Parcel, Lot 1 nor any other approvals as may otherwise be set forth in the ECR's, or in any current or future rules and regulations as may be implemented from time to time that are or may be inconsistent with this Section 3.2 as amended by this Fifth Amendment and related to Lot 1."***

3. **Section 3.5 Other Exterior Signage.** Pursuant to Section 3.5 of the ECR's, the Developer has previously, in writing, granted consents to 2420 Owner, its successors and assigns as to Lot 1 and Developer hereby amends Section 3.5 of the ECR's by this Fifth Amendment to memorialize said Developer consents for Lot 1 by adding the following language at the end of Section 3.5 of the ECR:

*"Notwithstanding the foregoing of this Section 3.5, or any other provision of this ECR, all exterior signage to be attached to a Building or to be free standing including building identity and other decorative or other brand related signage, free standing monument sign (can be digital), drive through menu and preview boards, directional signage and wall and window signage, that is a franchisee, licensee, franchisor, or owner-operator of a national or multi-state chain or franchised concept of restaurants or other businesses shall be deemed approved by the Developer so long as such exterior signage is consistent with the trade dress or other recognized branding of such concept of restaurants or other businesses, and shall not require any further consents or approvals of the Developer or the Manager or any successor Developer or Manager. Additionally, the Developer, has previously granted, in writing, Developer's, irrevocable approvals as is related to the future design, construction, parking, building height, signage and use, and other approvals for the 2420 Owner's, and its successors and assigns, Common Areas located on 2420 Owner's Parcel Lot 1. Those approvals by the Developer in favor of and for the benefit of the 2420 Owner, and its successors and assigns, are set forth on Exhibit B, attached hereto and incorporated herein by reference as if set forth at length herein and said approvals as set forth in Exhibit B shall be and are hereby an amendment to this Section 3.5 of the ECR's as to the 2420 Owner's Parcel Lot 1 and its Common Areas on its Parcel Lot 1. The 2420 Owner, nor its successors and assigns, shall be required to seek additional approvals from the Developer or the Manager, or any successor Developer or successor Manager related to Section 3.5 of the ECRs for the 2420 Owner Parcel Lot 1 or any other approvals as may otherwise be set forth in the ECR's or any current or future rules and regulations as may be implemented from time to time and are inconsistent with this Section 3.5 as amended by this Fifth Amendment."*

4. **Section 4.2 Buildings and Non-Common Area Improvements.** Pursuant to Section 4.2 of the ECR's the Developer has previously, in writing, granted consents to 2420 Owner, its successors and assigns as to Lot 1 and Developer hereby amends Section 4.2 of the ECR's by this Fifth Amendment to memorialize said Developer consents for Lot 1 by adding the following language at the end of Section 4.2 of the ECR:

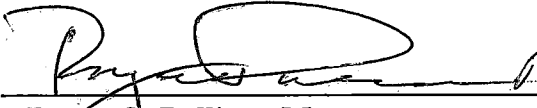
*"Notwithstanding the foregoing of this Section 4.2, or any other provision of this ECR, the Developer has previously granted, in writing Developer's irrevocable approvals as is related to the future design, construction, parking, height, signage and use, and other approvals for the 2420 Owner's Common Areas located on 2420 Owner's Parcel, Lot 1 of the Shopping Center. Those approvals by the Developer in favor of the 2420 Owner, its successor and assigns are set forth on Exhibit B, attached hereto and incorporated herein by reference as if set forth at length herein. Said Developer approvals as set forth in Exhibit B shall be and are hereby an amendment to this Section 4.2 of the ECR's as to the 2420 Owner's Parcel Lot 1 and its Common Areas on its Parcel Lot 1. The 2420 Owner shall not be required to seek additional approvals from the Developer or the Manager, or any successor Developer or successor Manager related to Section 4.2 of the ECRs for the 2420 Owner Parcel or any other approvals as may otherwise be set forth in the ECR's or any current or future rules and regulations as may be implemented from time to time and are inconsistent with this Section 4.2 as amended by this Fifth Amendment."*

5. **Miscellaneous.** Except as amended hereby by this Fifth Amendment, the Original Declaration, as previously amended, shall remain in full force and effect. This Fifth Amendment shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky. All Exhibits to this Fifth Amendment and the Recitals hereto are incorporated herein by reference.

**Signature Page to Follow**

IN WITNESS WHEREOF, the Developer has executed this Fifth Amendment as of the date first set forth above to be effective as of the Effective Date.

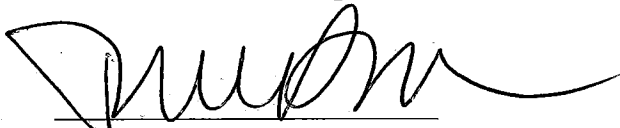
One Venue, LLC

By:  Manager  
Royce G. Pulliam, Manager

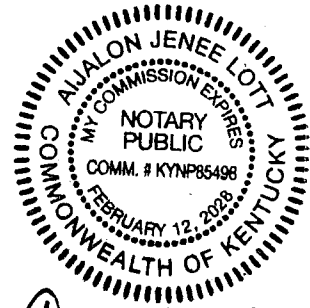
State of Kentucky )  
 )  
County of Fayette )

The foregoing instrument was acknowledged and subscribed to before me this the 2 day of September 2026, by Royce G. Pulliam, as Manager of One Venue, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company.

This Instrument Prepared By:



Tomi A. Pulliam, Esq.  
PO Box 910179  
Lexington, KY. 40591  
859-621-6564  
tabpulliam@aol.com





## **EXHIBIT A**

### **Legal Description**

Being all of Lots 1, 2 and I-E, as shown on the Amended Final Record Plat of BROOKHAVEN Subdivision, to the City of Lexington, Fayette County, Kentucky, of record in Plat Cabinet R, Slide 755, in the Fayette County Clerk's Office ("Office"); and

All of Lot I D (including Parcel 3), Block "A," as shown on the Consolidation and Corrected Amended Easement Minor Plat for Lots 1, IA, 'C, ID Brookhaven Subdivision Block "A," Unit I-F of record in Plat Cabinet N, Slide 30 in the Office.

Being all of the same property acquired by 2420 Holding Company, LLC, by two (2) deeds (i) dated December 30, 2014, of record in Deed Book 3284, Page 713, in the Fayette County Clerk's Office, and (ii) dated March 31, 2016, of record in Deed Book 3386, Page 352, in the aforesaid office.6

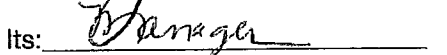
## EXHIBIT B

One Venue, LLC  
Developer  
148 Malabu Drive, Suite 160  
Lexington, KY 40503

RE: 2420 Holdings, LLC parcel at The Venue Developer approvals

Developer, One Venue, LLC, and its successors, and/or assigns (collectively the "Developer") by this letter, under and pursuant to the Declaration of Easements, covenants and Restrictions for The Venue filed of record, as amended, in Book 3559 page 362 (the "ECR's") irrevocably grants and gives its approval for the future development, construction, use, design, plans, layout, parking, drive through lanes and building and pylon signage, as desired on its parcel that is designated as future building B in the ECR's by 2420 Holdings LLC ("2420") for any of the following: laundry mat, a food/drink use or a bank use and drive-through for any of those uses, and any of these uses could also have apartments on the second floor on the building. Said approval shall extend indefinitely, and shall not be modified or changed by any future developer or Successor Developer, to include but not be limited to, 2420 or any of the 2420 successors assigns, affiliates, members, purchasers, lessee' or sublessees ("2420 Affiliates") and can be developed at any time in the future, without the need to requirement for any future approvals by the Developer, or any subsequent or the Successor Developer as set forth in the ECR's. Said parcel is located at the Venue Shopping Center, Lexington, KY, and more particularly described on Exhibit A and Exhibit A-1 of the ECR'S. Developer further approves that the building constructed on this parcel B may exceed one story and is permitted to build up to a two-story building above grade measured from the finished floor elevation. Developer further approves 2420 making any modifications or changes to the common areas located on the 2420 parcel for the future building B in order to accommodate the plans, development construction, use, design, layout, parking, drive through lanes, and signage of the building.

One Venue, LLC  
Developer

By:   
Its: 

# EXHIBIT D DEVELOPMENT PLAN

