

**SECOND SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**CREEK PARTNERS, LLC
LOCUST CREEK SUBDIVISION, PHASE 2-B
JEFFERSON COUNTY, KENTUCKY**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Locust Creek Subdivision, Phase 2-B ("Second Supplemental Declaration") is made on this 27th day of January, 2003, by Creek Partners, LLC, a Kentucky limited liability company, with an address of 1510 Citizens Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202 ("Developer").

WHEREAS, Developer caused that certain Declaration of Covenants, Conditions, and Restrictions of Locust Creek Subdivision, Phase I, to be duly recorded in Deed Book 7718, Page 22, in the Office of the Clerk of Jefferson County, Kentucky, on August 31, 2001 ("Prior Declaration") for the purpose of creating a residential subdivision (the "Subdivision") in multiple phases (individually, a "Phase"); and whereas Prior Declaration having been amended by First Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 2-B ("Supplemental Declaration") and duly recorded on January 11, 2002, in Deed Book 7800, Page 384; and

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, to be added to the Subdivision as an additional Phase.

NOW, THEREFORE, Developer hereby declares that a portion of the Subdivision consisting of "Phase 2-B", as hereinafter defined, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the Prior Declaration and First Supplemental Declaration, which are for the purpose of protecting the value and desirability of the Subdivision. The easements, restrictions, covenants, and conditions shall: (i) run with the land contained in the subdivision; (ii) be binding on all parties having any right, title, or interest in the Subdivision, their heirs, successors, and assigns; and (iii) inure to the benefit of each owner.

1. Amendment to Section 1. Section 1 of the Prior Declaration and First Supplemental Declaration, entitled "The Property", is hereby amended to include the following described property (Phase 2-B) in addition to the property currently subject to and described in the Prior Declaration and First Supplemental Declaration:

BEING Lots 95 through 115 and 119 through 141 as shown on the plat of Locust Creek Subdivision, Phase 2-B, of record in Plat and Subdivision Book 48 Page 71, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING a part of the same property acquired by Creek Partners, LLC, by Deed from Sweeney Farm Family Limited Partnership dated November 5, 2002, of record in Deed Book 7995, Page 690, of record in the Office of the County Court of Jefferson County, Kentucky; and

The term "Lot", as used in the Prior Declaration and First Supplemental Declaration, shall include any lot or similar property as delineated on the Plat of Phase 2-B.

The term "Lot Owner", as used in the Prior Declaration and First Supplemental Declaration, shall include the owner or owners of a Lot in Phase 2-B.

2. Article III, Section 3. Article III, Section 3, of the Prior Declaration shall be amended as follows:

A. Lots 95 through 99 and 135 through 141:

- i.) The ground floor of a ranch (one-story) house shall have the minimum floor area of 2,300 square feet, exclusive of garage, with a minimum house width of 60 feet.
- ii.) The ground floor of a one and one-half story house shall have the minimum first floor area of 1,850 square feet and a total minimum area of 2,800 square feet, exclusive of garage, with a minimum house width of 60 feet.
- iii.) The ground floor of a two-story house shall have the minimum first floor area of 1,400 square feet and a total minimum area of 2,800 square feet, exclusive of garage, with a minimum house width of 60 feet.
- iv.) The total floor area of all other types of houses for Lots 95 through 99 and 135 through 141 shall be a minimum floor area of 2,800 square feet, exclusive of garage, with a minimum house width of 60 feet.

- B. Lots 100 through 109 and 120 through 134:**
- i.)** The ground floor of a ranch (one-story) house shall have the minimum floor area of 2,600 square feet, exclusive of garage, with a minimum house width of 60 feet.
 - ii.)** The ground floor of a one and one-half story house shall have the minimum first floor area of 2,100 square feet and a total minimum area of 3,000 square feet, exclusive of garage, with a minimum house width of 60 feet.
 - iii.)** The ground floor of a two-story house shall have the minimum first floor area of 1,500 square feet and a total minimum area of 3,000 square feet, exclusive of garage, with a minimum house width of 60 feet.
 - iv.)** The total floor area of all other types of houses for Lots 100 through 109 and 120 through 134 shall be a minimum floor area of 3,000 square feet, exclusive of garage, with a minimum house width of 60 feet.
- C. Lots 110-115 and 119:**
- i.)** The ground floor of a ranch (one-story) house shall have the total minimum floor area of 3,000 square feet, exclusive of garage, with a minimum house width of 70 feet.
 - ii.)** The ground floor of a one and one-half story house shall have the minimum first floor area of 2,200 square feet and a total minimum area of 3,400 square feet, exclusive of garage, with a minimum house width of 70 feet.
 - iii.)** The ground floor of a two-story house shall have the minimum first floor area of 1,700 square feet and a total minimum area of 3,400 square feet, exclusive of garage, with a minimum house width of 70 feet.
 - iv.)** The total floor area of all other types of houses for Lots 110 through 115 and 119 shall be a minimum floor area of 3,400 square feet, exclusive of garage, with a minimum house width of 60 feet.
- D. Up to five feet (5') of the required minimum house width defined hereinabove may be achieved with a wing wall.**

E. Finished basement areas, garages, and open porches are not included in computing floor areas.

3. Definitions. All capitalized terms not defined herein shall have the same meanings as those set forth in the Prior Declaration and First Supplemental Declaration.

4. No Other Modifications. Other than as set forth herein, the Prior Declaration and First Supplemental Declaration shall remain in full force and effect.

WITNESS the signature of Developer on this _____ day of _____, 200__.

CREEK PARTNERS, LLC
A Kentucky Limited Liability Company
BY: CMB DEVELOPMENT COMPANY, LLC
A Kentucky Limited Liability Company
The Sole Member of Creek Partners, LLC

BY: William H. Cull
Name: William H. Cull
Title: Member, CMB Development Company, LLC

STATE OF KENTUCKY
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by William H. Cull, Member of CMB Development Company, LLC, a Kentucky limited liability company, the sole member of Creek Partners, LLC, a Kentucky limited liability company, on behalf of said limited liability company, on this 27th day of December, 2002.

Jeresa S. Stevis
NOTARY PUBLIC
KENTUCKY STATE AT LARGE

My Commission Expires: 3-31-03

THIS INSTRUMENT PREPARED BY:

William H. Cull
William H. Cull
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Recorded In Plat Book

No. 48 Page 71
Part No. _____

Document No.: DN2003020215
Lodged By: CREEK PARTNERS
Recorded On: 01/28/2003 01:42:38
Total Fees: 14.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: SHETUC