

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

**CREEK PARTNERS, LLC  
LOCUST CREEK SUBDIVISION, PHASE 3  
JEFFERSON COUNTY, KENTUCKY**

**THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** for Locust Creek Subdivision, Phase 3 ("Third Supplemental Declaration") is made on this 9<sup>th</sup> day of December, 2003, by Creek Partners, LLC, a Kentucky limited liability company, with an address of 1510 PNC 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-A ("First Supplemental Declaration") and duly recorded on January 11, 2002, in Deed Book 7800, Page 384; and whereas Prior Declaration and First Supplemental Declaration having been amended by Second Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 2-B ("Second Supplemental Declaration") and duly recorded on January 28, 2003, in Deed Book 8057, Page 792; 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 3", as hereinafter defined, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the Prior Declaration, First Supplemental Declaration and Second 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, First Supplemental Declaration and Second Supplemental Declaration, entitled "The Property", is hereby amended to include the following described property (Phase 3) in addition to the property currently subject to and described in the Prior Declaration, First Supplemental Declaration and Second Supplemental Declaration:

BEING Lots 116 through 118 and Lots 142 through 162 as shown on the plat of Locust Creek Subdivision, Phase 3, of record in Plat and Subdivision Book 49, Page 49, 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 August 12, 2003, of record in Deed Book 8211, Page 381, of record in the Office of the County Court of Jefferson County, Kentucky; and

The term "Lot", as used in the Prior Declaration, First Supplemental Declaration and Second Supplemental Declaration, shall include any lot or similar property as delineated on the Plat of Phase 3.

The term "Lot Owner", as used in the Prior Declaration, First Supplemental Declaration and Second Supplemental Declaration, shall include the owner or owners of a Lot in Phase 3.

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

A. Lots 160 through 162:

- 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 160 through 162 shall be a minimum floor area of 2,800 square feet, exclusive of garage, with a minimum house width of 60 feet.

- B. Lots 142 through 149 and 151 through 159:
- i.) The ground floor of a ranch (one-story) house shall have the minimum floor area of 2,800 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 2,200 square feet and a total minimum area of 3,400 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 1,700 square feet and a total minimum area of 3,400 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 142 through 149 and 151 through 159 shall be a minimum floor area of 3,400 square feet, exclusive of garage, with a minimum house width of 60 feet.
- C. Lots 116 through 118:
- 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 65 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 65 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 65 feet.
  - iv.) The total floor area of all other types of houses for Lots 116 through 118 shall be a minimum floor area of 3,400 square feet, exclusive of garage, with a minimum house width of 65 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, First Supplemental Declaration and Second Supplemental Declaration.

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

WITNESS the signature of Developer on this 9th day of December, 2003.

**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 9th day of December, 2003.

Jessie S. Stivers  
NOTARY PUBLIC  
KENTUCKY STATE AT LARGE

My Commission Expires: 3-31-07

THIS INSTRUMENT PREPARED BY:

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

No. 49 Page 49  
Part No. \_\_\_\_\_

Document No.: DN2004002059  
Lodged By: CREEK PARTNERS LLC  
Recorded On: 01/07/2004 10:06:47  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: TERHIG