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INST # 2018198200

BATCH # 145060

JEFFERSON CO, KY FEE \$28.00

PRESENTED ON: 08-21-2018 8 01:28:08 PM

LODGED BY: CREEK PARTNERS LLC

RECORDED: 08-21-2018 01:28:08 PM

BOBBIE HOLSCRAW
CLERK

BY: BECKY SEARCY
INDEXING CLERK

BK: D 11225

PG: 769-777

**TWENTY-FOURTH SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**CREEK PARTNERS, LLC
LOCUST CREEK SUBDIVISION
AMENDS TWENTY-THIRD DECLARATION
EXCLUSIVELY RELATING TO
THE PARK AT LOCUST CREEK
JEFFERSON COUNTY, KENTUCKY**

THIS TWENTY-FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Locust Creek Subdivision ("Twenty-Fourth Supplemental Declaration") is made on this 21st day of August, 2018, by Creek Partners, LLC, a Kentucky limited liability company, with an address of 500 West Jefferson Street, Suite 1510, 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; 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; whereas Prior Declaration, First Supplemental Declaration and Second Supplemental Declaration having been amended by Third Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 3 ("Third Supplemental Declaration") and duly recorded on January 4, 2004, in Deed Book 8333, Page 459; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration and Third Supplemental Declaration having been amended by Fourth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 4 ("Fourth Supplemental Declaration") and duly recorded on July 15, 2004, in Deed Book 8449, Page 917; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration and Fourth Supplemental Declaration having been amended by Fifth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 5-A ("Fifth Supplemental Declaration") and duly recorded on July 29, 2005, in Deed Book 8667, Page 8; and whereas Prior Declaration,

First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration and Fifth Supplemental Declaration having been amended by Sixth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Sixth Supplemental Declaration"), and duly recorded on September 20, 2005, in Deed Book 8699, Page 254; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, and Sixth Supplemental Declaration having been amended by Seventh Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 6 ("Seventh Supplemental Declaration"), and duly recorded on November 14, 2005, in Deed Book 8731, Page 578; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration having been amended by Eighth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Eighth Supplemental Declaration"), and duly recorded on January 23, 2007, in Deed Book 8973, Page 347; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration having been amended by Ninth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Ninth Supplemental Declaration"), and duly recorded on August 30, 2007, in Deed Book 9097, Page 775; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, and Ninth Supplemental Declaration having been amended by Tenth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Tenth Supplemental Declaration"), and duly recorded on November 15, 2007, in Deed Book 9138, Page 30; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration having been amended by Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Eleventh Supplemental Declaration"), and duly recorded on January 15, 2008, in Deed Book 9166, Page 5; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration having been amended by Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision, Phase 5B-2 ("Twelfth Supplemental Declaration"), and

duly recorded on March 31, 2008, in Deed Book 9202, Page 460; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, and Twelfth Supplemental Declaration having been amended by Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Thirteenth Supplemental Declaration"), and duly recorded on January 15, 2009, in Deed Book 9339, Page 234; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration and having been amended by the Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Sixteenth Supplemental Declaration"), and duly recorded on June 5, 2013, in Deed Book 10079, Page 338; and whereas Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration and having been amended by the Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions of Creek Partners, LLC, Locust Creek Subdivision ("Seventeenth Supplemental Declaration"), and duly recorded on January 14, 2014, in Deed Book 10190, Page 0147; and whereas Prior Declaration and the 17 Supplemental declarations listed above were amended by the Eighteenth Supplemental Declaration of Creek Partners, LLC, duly recorded on August 11, 2014 in Deed Book 10281, Page 763; and whereas Prior Declaration and the Eighteenth Supplemental Declarations of Creek Partners were amended by the Nineteenth Supplemental Declaration duly recorded in Deed Book 10376, Page 311 on March 16, 2015; and whereas the Prior and all Nineteen Supplemental Declarations were amended by the Twentieth Supplemental Declaration recorded in Deed Book 10426, Page 266 on June 26, 2015, and whereas the prior and all Twenty Supplemental Declarations were amended by the Twenty-First Supplemental Declaration recorded in Deed Book 10503, Page 6177 on November 23, 2015; and whereas the prior and all Twenty-One Supplemental Declarations were amended by the Twenty-Second Supplemental Declaration recorded in Deed Book 10725, page 889 on October 4, 2016; and whereas the prior and Twenty-Three Supplemental Declarations were amended by the Twenty-Third Supplemental Declaration recorded in Deed Book 11028, page 829 on November 16, 2017.

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, added to the Subdivision as The Park at Locust Creek by the Twenty-Third Amendment and modified herein.

NOW, THEREFORE, Developer hereby declares that a portion of the Subdivision consisting of "The Park at Locust Creek", as hereinafter defined, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and Twenty-Third 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, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration and Sixteenth Supplemental Declaration entitled "The Property", is hereby amended to include the following described property ("The Park") in addition to the property currently subject to and described in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and the Twenty-Third Supplemental Declaration, and as modified by this Amendment;

BEING Lots 406 through 452 as shown on the record plat of Locust Creek Subdivision, The Park at Locust Creek, of record in Plat Book 57, Pages 10 & 11, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property acquired by Creek Partners, LLC by Deed from David L. Skiles and Esther Skiles of record in Deed Book 8160, page 274, dated June 9, 2003 of record in the Office of the County Clerk of Jefferson County; and

BEING part of the same property acquired by Creek Partners, LLC, by Deed from Maurice Sweeney, Jannette Sweeney and Sweeney Farm Family Limited Partnership of record in Deed Book 10819, Pages 898-907, dated February 9, 2017 of record in the Office of the County Court of Jefferson County, Kentucky.

The term "Lot", as used in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and Twenty-Third Supplemental Declaration shall include any lot or similar property as delineated on the Plat of The Park at Locust Creek.

The term "Lot Owner", as used in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and Twenty-Third Supplemental Declaration shall include the owner or owners of a Lot in The Park at Locust Creek.

2. Article 4, Section 7. Notwithstanding any provision of this Article, Annual Assessments shall be as follows:

- of
- A. The Annual Maintenance Assessment to cover maintenance of Common Area, excluding the Club and recreational facilities, shall initially be \$600.00, adjusted in subsequent years by the same percentage as the overall Annual Assessment.
 - B. Membership in the Club and recreational facilities shall be available at the option of the Park resident for an initial Annual Assessment \$650.00, adjusted in subsequent years by the same percentage as the overall Annual Assessment. Failure to join and pay the Assessment shall preclude the non-members use of the Club and recreational facilities.
 - C. Maintenance-free yard services including grass cutting, mulching and weed treatment shall be provided for a fee of \$90.00 per month. Other services may be provided for additional fees in the discretion of the Association. Fee increases will separately be determined though not exceeding 20% annually until turnover as provided in Paragraph 5 below.

3. Article 4, Section 8. Any Special Assessment to fund repairs, replacement, etc. of the Club and recreational facilities shall only be levied on those Park owners then having elected to join the Club in the year prior to the Assessment.

4. Article 4, Section 14. In addition to membership in the Locust Creek Community Association to which all Park Home residents belong, the Developer reserves the authority, power, and discretion to create the Locust Creek Park Homes Association, Inc. (hereinafter "Park Homes Association") to take over the maintenance-free yard services as provided in Section 3.C. above and collect the fee provided in that section. Membership shall exclusively consist of all Park lot owners who then adopt By-laws and operate under the same provisions as provided in Article 4.

Notwithstanding the above, nothing in this section or any provision of the Eighteenth Supplemental Declaration shall exempt all Park Homes residents from mandatory membership in the Locust Creek Community Association, Inc. and the obligation to comply with all provisions of the Prior Declaration and all subsequent relevant Amendments including payment of fees except as modified herein.

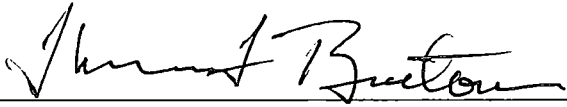
5. Definitions. All capitalized terms not defined herein shall have the same meanings as those set forth in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth

Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and Twenty-Third Supplemental Declaration.

6. No Other Modifications. Other than as set forth herein, the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, Seventh Supplemental Declaration, Eighth Supplemental Declaration, Ninth Supplemental Declaration, Tenth Supplemental Declaration, Eleventh Supplemental Declaration, Twelfth Supplemental Declaration, Thirteenth Supplemental Declaration, Fourteenth Supplemental Declaration, Fifteenth Supplemental Declaration, Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration, and Twenty-Third Supplemental Declaration shall remain in full force and effect, and

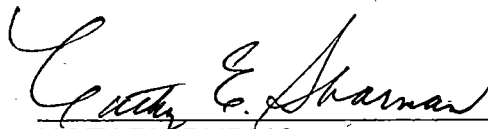
WITNESS the signature of Developer on this 21st day of August, 2018.

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: 
Name: Thomas F. Buetow
Title: Member, CMB Development Company, LLC

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by Thomas F. Buetow, 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 21st day of August, 2018.


NOTARY PUBLIC
KENTUCKY STATE AT LARGE
NOTARY I.D. NO. 528809

My Commission Expires: 2/26/19

THIS INSTRUMENT PREPARED BY:

William H. Cull

William H. Cull
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