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INST # 2018240881

BATCH # 152681

JEFFERSON CO, KY FEE \$19.00

PRESENTED ON: 10-10-2018 8 11:00:43 AM

LODGED BY: CREEK PARTNERS LLC

RECORDED: 10-10-2018 11:00:43 AM

BOBBIE HOLSCRAW

CLERK

BY: RAY BENSON

LEGAL RECORDS

BK: D 11266

PG: 144-149

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

**CREEK PARTNERS, LLC
LOCUST CREEK SUBDIVISION
AMENDS "PRIOR DECLARATION"
RECORDED AUGUST 31, 2001
COMMUNITY ASSOCIATION MEMBERSHIP/FEEES
JEFFERSON COUNTY, KENTUCKY**

THIS TWENTY-FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Locust Creek Subdivision ("Twenty-Fifth Supplemental Declaration") is made on this 9th day of October, 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; and whereas, the prior and Twenty-Fourth Supplemental Declarations were amended by the Twenty-Fourth Declaration recorded in Deed Book 11225, page 769-777 on August 21, 2018.

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, and wishes to amend the Prior Declaration's provisions relating to Community Association Membership in the Locust Creek Subdivision.

NOW, THEREFORE, Developer hereby amends the "Prior Declaration" as it establishes the Locust Creek Community Association and defines its membership therein and responsibilities of its members in all Phases or Sections which have been incorporated in the Locust Creek Subdivision by the Prior Declaration, and the First through and including all Supplemental Declarations through the 24th Supplemental Declaration recorded August 21, 2018 in Deed Book 11225, page 769-777 is hereby amended as follows:

1. Amendment to Article IV, Section 1 of the Prior Declaration. Section 1 of Article IV is amended so as to provide that owners of lots in any phase of the Locust Creek Subdivision who have not completed construction of a residence shall not be subject to the Annual Maintenance Assessments under Section 5 through 14 or Special Assessments authorized under Section 8, both found in Article IV for a period ending December 31, 2021. Upon construction completion or subsequent to December 31, 2021, Individual and Home Builder Members shall be subject to future Annual Maintenance and Special Assessments.

The Developer is not subject to Association Membership under Section 14, paragraph A of Article IV, or any Annual or Special Assessments or fees associated with lot ownership. Following turnover to the Class A lot owners under Section 14 of Article 4, the Developer shall be exempt from Annual or Special Assessments on any lot it then owns. Upon sale by Developer of any lot after turnover, liability for Annual or Special Assessments shall be governed by the provisions of this Section as amended until December 31, 2021.


2. 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, Twenty-Third Supplemental Declaration, and Twenty-Fourth Supplemental Declaration.

3. 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, Twenty-Third Supplemental Declaration, and Twenty-Fourth Supplemental Declaration shall remain in full force and effect, and

WITNESS the signature of Developer on this 9th day of October, 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

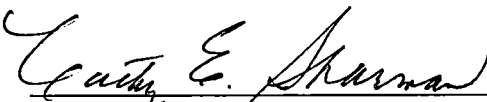
BY: 

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 9th day of October, 2018.


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

My Commission Expires: 2/26/19

THIS INSTRUMENT PREPARED BY:



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