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

**CREEK PARTNERS, LLC
LOCUST CREEK SUBDIVISION, LOCUST CREEK VILLA HOMES
JEFFERSON COUNTY, KENTUCKY**

THIS EIGHTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Locust Creek Subdivision ("Eighteenth Supplemental Declaration") is made on this 11 day of AUGUST, 2014, 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;

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, to be added to the Subdivision as an additional Phase of 25 Villa Homes, smaller home sites providing additional lawn maintenance services like mowing, mulching and lawn care for additional Homeowner's Fees and the option not to join the Locust Creek Club and pay only a portion of the regular Homeowner's Fee in such an event.

NOW, THEREFORE, Developer hereby declares that a portion of the Subdivision consisting of Villa Homes, as hereinafter defined, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the Prior Declaration, except as modified herein, 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 Seventeenth 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, Sixteenth Supplemental Declaration, and Seventeenth Supplemental Declaration entitled "The Property", is hereby amended to include the following described property (Villa Home) 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, and Seventeenth Supplemental Declaration:

BEING Villa Homes Lots 1 through 25 as shown on the minor plat of Locust Creek Subdivision, Villa Homes, of record in Plat Book 54, Page 76, 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 Sweeney Farm Family Limited Partnership, of record in Deed Book 9089, Page 763, as amended in Deed Book 9173, Page 589, both 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, and Seventeenth Supplemental Declaration, shall include any lot or similar property as delineated on the Plat of the Villa Homes.

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, and Seventeenth Supplemental Declaration, shall include the owner or owners of a Lot in the Villa Homes.

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

- A. Villa Homes lots 1 through 25:
 - i.) The ground floor of a ranch (one-story) house shall have the minimum floor area of 1,650 square feet, exclusive of garage, with no minimum house width.
 - ii.) The ground floor of a one and one-half story house shall have the minimum first floor area of 1,200 square feet and a total minimum area of 1,900 square feet, exclusive of garage, with no minimum house width.
 - iii.) The ground floor of a two-story house shall have the minimum first floor area of 1,000 square feet and a total minimum area of 2,000 square feet, exclusive of garage, with no minimum house width.
 - iv.) The total floor area of all other types of houses for Villa Homes 1 through 25 shall be a minimum floor area of 2,000 square feet, exclusive of garage, with no minimum house width.
- B. The five feet (5') of the required minimum house width achieved with a wing wall is inapplicable.
- C. Finished basement areas, garages, and open porches are not included in computing floor areas.
- D. Simultaneous with completion of construction of a residence and prior to placement of sod and landscaping, the Lot Owner shall install an irrigation system, which shall provide irrigation for grass and trees planted on the Lot.

3. Article III, Section 5. Article III, Section 5, of the Prior Declaration shall be amended as follows:

Garages, Carports. Due to smaller lot size, Developer may approve front entry garages. Otherwise, this Section 5 is fully applicable.

4. Article III, Section 6, Paragraph D. This Paragraph is amended as follows:

D. Due to the smaller lot size, the two required trees planted after construction shall be at least two inches in diameter with one in the front yard and the other in the back yard. Where the lot is a corner lot, in addition to the two required trees in the prior sentence, two trees shall be planted in the street side yard. These trees are in addition to any trees planted in the right-of-way by Developer or other performing party.

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

- A. The Annual Maintenance Assessment to cover maintenance of Common Area, excluding the Club and recreational facilities, shall initially be \$495.00, 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 villa resident for an initial Annual Assessment of \$500.00, 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 7 below.

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

7. Article IV, Section 14. In addition to membership in the Locust Creek Community Association to which all Villa Home residents belong, the Developer reserves the authority, power, and discretion to create the Locust Creek Villa Homes Association, Inc. (hereinafter "Villa Homes Association") to take over the maintenance-free yard services as provided in Section 5.C. above and collect the fee provided in that section. Membership shall exclusively consist of all Villa lot owners who then adopt By-laws and operate under the same provisions as provided in Article IV.

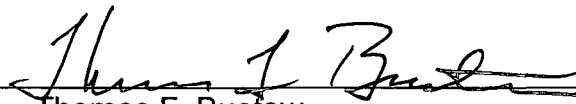
Notwithstanding the above, nothing in this section or any provision of the Eighteenth Supplemental Declaration shall exempt all Villa Homes residents from mandatory membership in the Locust Creek Community Association, Inc. and the obligation to comply with all provisions of the Prior Declaration and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

8. 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, and Seventeenth Supplemental Declaration.

9. 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, and Seventeenth Supplemental Declaration shall remain in full force and effect.

WITNESS the signature of Developer on this 5th day of August, 2014.

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 5th day of August, 2014.

Cathy E. Sherman

NOTARY PUBLIC *Comm expires 3-14-15*
KENTUCKY STATE AT LARGE
NOTARY I.D. NO. 437664

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

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Recorded in Plat Book
No. 54 Page 76
Part No. _____

Document No.: DN2014099737
Lodged By: CREEK PARTNERS LLC
Recorded On: 08/11/2014 09:05:02
Total Fees: 28.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: ANASHO