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INST # 2017268917

BATCH # 104804

JEFFERSON CO, KY FEE \$25.00

PRESENTED ON: 11-16-2017 7 02:09:14 PM

LODGED BY: CREEK PARTNERS LLC

RECORDED: 11-16-2017 02:09:14 PM

BOBBIE HOLSCRAW

CLERK

BY: YOLANDA LOGAN

RECORDING CLERK

BK: D 11028

PG: 829-836

Recorded In Plat Book
No. 57 Page 10-11
Part No. _____

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

**CREEK PARTNERS, LLC
LOCUST CREEK SUBDIVISION
THE PARK AT LOCUST CREEK
JEFFERSON COUNTY, KENTUCKY**

THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Locust Creek Subdivision ("Twenty-Third Supplemental Declaration") is made on this 8th day of November, 2017, 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 recorded in Deed Book 10725, page 889 on October 4, 2016.

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, to be added to the Subdivision as The Park at Locust Creek.

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 Declarations and Twenty-Second Supplemental Declarations 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 (Phase 8B) 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 Declarations and Twenty-Second Supplemental Declarations:

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, Page 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 Declarations, and Twenty-Second Supplemental Declarations 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 Declarations and Twenty-Second Supplemental Declarations shall include the owner or owners of a Lot in The Park at Locust Creek.

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

A. Lots 406 through 452:

- 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 Phase 12 or The Park Homes 406 through 452 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 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.

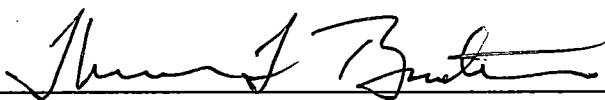
3. Definitions. All capitalized terms not defined herein shall have the same meanings as those set forth in the Prior Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental 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 and Sixteenth Supplemental Declaration, Seventeenth Supplemental Declaration, Eighteenth Supplemental Declaration, Nineteenth Supplemental Declaration, Twentieth Supplemental Declaration, Twenty-First Supplemental Declarations and Twenty-Second Supplemental Declarations.

4. 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 Declarations, and Twenty-Second Supplemental Declarations shall remain in full force and effect.

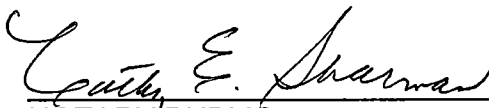
WITNESS the signature of Developer on this 8th day of November 2017.

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 8th day of November, 2017.


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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