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Jefferson County Clerk's Office

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**INST # 2023173452**

**BATCH # 480517**

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BOBBIE HOLSCLAW

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**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ENCLAVE AT DOUGLASS HILLS SUBDIVISION, SECTIONS 1, 2 & 3  
JEFFERSON COUNTY, KENTUCKY**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ENCLAVE AT DOUGLASS HILLS SUBDIVISION, SECTIONS 1, 2 & 3** (the "First Amendment") is made, imposed and declared on this 23<sup>rd</sup> day of AUGUST, 2023, by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, having a mailing address of 16218 Shelbyville Road, Louisville, Kentucky 40245 ("Declarant").

**WITNESSETH:**

**WHEREAS**, Douglass Hills Development, LLC ("Original Declarant") was the original Declarant pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Enclave at Douglass Hills Subdivision, Section 1, dated May 17, 2018, of record in Deed Book 11153, Page 422 (the "Section 1 Declaration"), and that certain Declaration of Annexation, for the Enclave at Douglass Hills Subdivision, Section 2, dated September 27, 2019, of record in Deed Book 11517, Page 311 ("Section 2 Declaration"), as shown on plats of same of record in Plat and Subdivision Book 57, Page 56 ("Section 1 Subdivision") and Plat and Subdivision Book 59, Page 34 ("Section 2 Subdivision"), all in the Office of the Clerk of Jefferson County, Kentucky;

**WHEREAS**, Declarant is the successor and current Declarant pursuant to that certain Assignment and Assumption of Declarant Rights dated October 31, 2019, of record in Deed Book 11543, Page 551 ("Assignment") wherein the Original Declarant assigned all rights in the Declaration and Subdivision to Declarant;

**WHEREAS**, the Declarant thereafter executed and recorded that certain Declaration of Annexation for The Enclave at Douglass Hills Subdivision, Section 3, dated October 28, 2020 of record in Deed Book 11901, Page 60, in the Office of the Clerk of Jefferson County, Kentucky ("Section 3 Declaration") (collectively, the Section 1 Declaration, the Section 2 Declaration and the Section 3 Declaration are referred to herein as the "Declaration") as shown on plat of same of record in Plat and Subdivision Book 60, Page 89 ("Section 3 Subdivision")(Section 1 Subdivision, Section 2 Subdivision and Section 3 Subdivision are collectively referred to herein as the "Subdivision"), all in the Office aforesaid; and

**WHEREAS**, Declarant has the unilateral right pursuant to Article V, Section 5.03 of the Declaration to alter or amend the Declaration and the terms thereof.

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein, the Declarant hereby declares as follows:

1. The following Article VII, Section 7.06 of the Declaration shall be added in its entirety as if originally set forth therein:

Section 7.06 Bond Release. If any work related to bond release (for the benefit of Louisville Metro Public Works, Health Department, Fire/EMS, or MSD), or if any new applications or plans are required for The Enclave at Douglass Hills Subdivision related to finalizing Subdivision plan approvals or bond release, including, but not limited to the preliminary subdivision plan approval in Case #16ZONE1076, as amended from time to time, the Association shall execute same and further hereby grants an irrevocable power of attorney coupled with an interest to the Declarant Clayton Properties Group, Inc., a Tennessee corporation, and its successors and assigns, to execute any and all documents needed for same.

2. The following Article VII, Section 7.03 of the Declaration shall replace the existing Section 7.03 in its entirety as if originally set forth therein:

Section 7.03 Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency, authority or utility having jurisdiction thereof, those items specifically set forth in Article III and Article IV, the obligations pursuant to SWQM Agreements (as hereinafter defined), the common areas, including, without limitation, any open spaces, entrance signs, entranceways, storm drains, common drainage swales, basins, and landscaping located therein. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include, among other things, collection of garbage (if not collected by a municipality). All rights reserved by Declarant in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Section 7.02 above, and thereafter any reference to Declarant shall be construed to mean the Association. Prior to the Class B membership interests ceasing pursuant to Section 7.02 above, the Declarant shall ensure that all road, drainage, sanitary sewer, water service, required landscaping, and other required infrastructure are installed by the Declarant. All obligations pursuant to the SWQM Agreements (as hereinafter defined) shall automatically be assigned and transferred to the Association when Class B membership ceases pursuant to Section 7.02 above, irrespective of whether a specific SWQMA Agreements assignment is executed or not.

3. The following Article VII, Section 7.07 of the Declaration shall be added in its entirety as if originally set forth therein:

Section 7.07 Stormwater Quality Units. The development of this Subdivision included installation of green infrastructure best management practices ("BMP") as required by MSD, which is governed by those certain Stormwater Quality Maintenance Agreements between MSD and Original Declarant/Declarant, as

applicable (the "SWQM Agreements"). The SWQM Agreements require the installation and subsequent operation, inspection and maintenance of the BMPs as installed in the Subdivision. All obligations of Original Declarant and Declarant under the SWQM Agreements shall automatically pass to the Association when Class B membership ceases pursuant to Section 7.02 above. Individual lot owners shall not be responsible for the obligations in the SWQM Agreements for BMPs located on their lot (other than as respects their membership in the Association), but shall permit and maintain access to the BMP on their individual lot to allow for standard subsequent operational duties as set forth in the SWQM Agreements. Once assigned to the Association, the Association shall be responsible for all operation, inspection, and maintenance obligations in the SWQM Agreements, including the obligation to repair any damage to the common areas or individual lots resulting therefrom.

4. The following language shall be added to Article V, Section 5.03 of the Declaration as if originally set forth therein with the existing Section 5.03 language remaining unmodified:

No amendment shall be effective to release the Association from its responsibility to maintain BMPs pursuant to the SWQM Agreements without the maintenance responsibility being assumed by a governmental entity and with the express written approval of MSD.

5. Other than as set forth herein, the Declaration is not otherwise altered or amended in any form and shall remain in full force and effect.

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