

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE COMMONS SUBDIVISION, SECTION 1**
Plat and Subdivision Book 61, Page 63
Jefferson County, Kentucky

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE COMMONS SUBDIVISION, SECTION 1 ("First Amendment") is made, imposed and declared on 17th day of January, 2023, by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, having a mailing address of 16218 Shelbyville Road, Louisville, Kentucky 40245 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Jefferson County, Kentucky, being developed as a residential subdivision ("Subdivision"), with the record plat for Creekside Commons Subdivision, Section 1 being of record in Plat and Subdivision Book 61, Page 63, in the Office of the Clerk of Jefferson County, Kentucky ("Record Plat"); and

WHEREAS, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 12129, Page 901 in the office of the County Clerk of Jefferson County, Kentucky, (hereinafter referred to as the "Declaration"), the Declarant declared and subjected certain Property described in the Declaration to the those certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision development and improvement for the benefit of such Property and for the benefit of Declarant, its successors and assigns, and purchasers of portions of Property in Creekside Commons Subdivision; 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; and

WHEREAS, Declarant desires to amend Section 3.09(b) of the Declaration to declare the obligations of lot owners to maintain and replace any trees, commonly known as "Street Trees" located within the right of way adjoining the lot owner's lot even when said Street Trees are lawfully removed, altered, or destroyed in the right of way by any person or by force majeure; and

WHEREAS, Declarant desires to add a new Section to Article III, to be designated Section 3.13 of the Declaration, to declare the obligations of the Association (as that term is defined in the Declaration) and the obligations and restricted activities of the lot owners with respect to the 30' Scenic Corridor Buffer, as that term is hereinafter defined, to wit the Association shall maintain and replace any trees, shrubs, or landscaping even when same is located within dedications of rights of way on the lot owners' lots, and even when said trees, shrubs, or landscaping are lawfully removed, altered, destroyed, or otherwise materially altered by any person, or force majeure when said trees, shrubs, or landscaping are located within the 30' Scenic Corridor Buffer along South English Station Road on lots 1-6 and lots 84 and 85 of the Record Plat, as well as on the future

Subdivision lots abutting South English Station Road annexed into the Subdivision in the future, anticipated to be lots 70-83 as shown on the approved preliminary subdivision plan in Case #21-RSUB-0004, as amended, if applicable, and the lot owners shall allow the Association or its representatives reasonable access to comply with its obligations, and the owners of lots are prohibited from constructing, placing, building, erecting, or otherwise installing any fences or structures inside the Scenic Corridor Buffer or otherwise altering the Scenic Corridor Buffer, even where same exists on an owner's lot, excepting only that owners of lots may, to the extent such is permitted and in conformity with all other Sections in the Declaration and other applicable laws, regulations, ordinances, rules, and codes, construct, place, build, erect, or otherwise install fences, whether temporary or permanent, on their lots along but not inside the Scenic Corridor Buffer; and

WHEREAS, Declarant desires to amend Article VII, Section 7.03, to declare the obligations of the Association to maintain and replace any trees, shrubs, or landscaping at the signature entrance, that signature entrance including the trees planted along Durr Farm Drive between the street and the sidewalks and also to include the trees, shrubs, and vegetation planted in the island in the middle of Durr Farm Drive, and further to clarify the maintenance obligation of the Association to include the maintenance and/or replacement of the earthen berm (or noise berm), landscaping material and ground cover (trees, shrubs, grass/sod) located within the Scenic Corridor Buffer, and along any earthen berm, including but not limited to the earthen berm running along the northern property line adjacent to I-64, whether in open space or on individual lots, all of which are intended for the common benefit of the owners.

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

1. The following is added to the end of Section 3.09(b) of the Declaration in its entirety as if originally set forth therein:

Except as provided in Section 7.03 of the Declaration, which in the event of conflict shall control, each lot owner shall maintain and replace, as necessary, all trees located in the right of way adjoining his or her lot, irrespective of whether the right of way tree needs to be maintained or replace due to natural causes or due to work performed in the right of way by a third party, the Association, or local government/municipality. Any work by a lot owner to comply with this Section shall be performed only after obtaining the written approval of Declarant or the Association, as applicable. The trees located in the right of way adjoining any lot shall comply with the approved Louisville Metro landscaping plan for the Subdivision. Lot owners shall not remove or destroy any trees located in the right of way adjoining the applicable lot. Any tree removed in violation of this Declaration shall be replaced by the owner of the lot on which the tree was removed.

2. The following Section 3.13 is added to the Declaration in its entirety as if originally set forth therein:

Section 3.13 Scenic Corridor Buffer (along South English Station Road).

The Land Development Code provides for a 30' Scenic Corridor Buffer along South English Station Road on lots 1-6 and lots 84, 85, and 86 on the Record Plat, as well as on the future Subdivision lots abutting South English Station Road annexed into the Subdivision in the future, anticipated to be lots 71-83 as shown on the approved preliminary subdivision plan in Case #21-RSUB-0004, as amended, if applicable (the "Scenic Corridor Buffer"). The Association shall have the duty to maintain and/or replace the earthen berm, landscaping material and ground cover (trees, shrubs, grass/sod) located within the Scenic Corridor Buffer whether same was installed pursuant to the approved landscape plan on file with Louisville Metro Planning and Design Services (the "Landscape Plan") or pursuant to additions made by the Association. Owners of the lots subject to the Scenic Corridor Buffer referenced above shall allow the Association or an authorized representative to have reasonable access to the lot for purposes of completion of the Association obligation set forth in this Section and for any maintenance, including maintenance obligations as set forth in this Declaration. Owners of the lots are prohibited from constructing, placing, building, erecting, or otherwise installing any fences or structures inside the Scenic Corridor Buffer, and the owners of lots are further prohibited from adding, removing, or otherwise altering the Scenic Corridor Buffer, even where same exists on an owner's lot, including but not limited to the earthen berm, landscaping material, and ground cover located within the Scenic Corridor Buffer. Owners of lots may, to the extent such is permitted and in conformity with all other Sections in this Declaration and other applicable laws, regulations, ordinances, rules, and codes, construct, place, build, erect, or otherwise install fences, whether temporary or permanent, on their lots along but not inside the Scenic Corridor Buffer.

3. Section 7.03 is hereby deleted in its entirety and replaced with the following:

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 trees, shrubs, and other vegetation planted along Durr Farm Drive between the street and the sidewalks and also in the island along Durr Farm Drive; and 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). Included within the Association maintenance obligation set forth in this Section 7.03 shall be the maintenance and/or replacement of the earthen berm (or noise berm), landscaping material and ground cover (trees, shrubs, grass/sod) located within the Scenic Corridor Buffer, and along any earthen berm, including but not limited to the earthen berm running along the northern property line adjacent to I-64, whether in open space or on individual lots, all of which are intended for the common benefit of the owners. 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.

4. 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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