

## **Bobbie Holsclaw**

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# DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

TWIN LAKES AT FLOYD'S FORK CONSERVATION SUBDIVISION, SECTION 4

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN LAKES AT FLOYD'S FORK CONSERVATION SUBDIVISION, SECTION 4 ("First Amendment") is made, imposed and declared as of this \( \frac{1}{3} \) day of \( \frac{\text{DownDec}}{\text{co}} \), 2023, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, with an address of 16218 Shelbyville Road, Louisville, Kentucky 40245 ("Declarant").

#### WITNESSETH:

WHEREAS, Stapleton Development, LLC ("Original Declarant") was the original Declarant pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Twin Lakes at Floyd's Fork Conservation Subdivision, Section 1 (the "Subdivision"), dated March 22, 2019, of record in Deed Book 11380, Page 624 in the Office of the Clerk of Jefferson County, Kentucky ("Section 1 Declaration"), as shown on plat of same of record in Plat and Subdivision Book 58, Pages 71 through 73 ("Section 1 Record Plat"), in the Office aforesaid;

**WHEREAS**, pursuant to that certain Assignment and Assumption of Declarant Rights dated October 31, 2019, of record in Deed Book 11543, Page 590 ("Assignment") in the Office of the Clerk of Jefferson County, Kentucky, Original Declarant assigned all rights in the Declaration and Subdivision to Declarant;

WHEREAS, pursuant to that certain Declaration of Annexation for Twin Lakes at Floyd's Fork Conservation Subdivision, Section 2, of record in Deed Book 11848, Page 389 ("Section 2 Declaration"), Declarant annexed certain additional real property known as Section 2 into the Subdivision, as shown on plat of same of record in Plat and Subdivision Book 60, Pages 68 through 70 ("Section 2 Record Plat"), all in the Office aforesaid:

WHEREAS, pursuant to that certain Declaration of Annexation for Twin Lakes at Floyd's Fork Conservation Subdivision, Section 3, of record in Deed Book 12404, Page 985 ("Section 3 Declaration"), Declarant annexed certain additional real property known as Section 3 into the Subdivision, as shown on plat of same of record in Plat and Subdivision Book 62, Pages 63 through 64 ("Section 3 Record Plat"), all in the Office aforesaid;

WHEREAS, Declarant desires to annex certain additional real property known as Section 4 as more particularly described below ("Section 4" or the "Annexed Property") into the Subdivision and subdivision regime and to subject Section 4 to the Declaration, as amended herein, pursuant to

the provisions of Article I, Section 1.02 of the Declaration (the Section 1 Declaration, the Section 2 Declaration, the Section 3 Declaration, as amended herein, are referred to collectively as the "Declaration");

WHEREAS, the Declarant desires to exempt Lots 115 and 152, which lots are Open Space lots, from certain restrictions concerning use, maintenance fees, and building size;

WHEREAS, Declarant desires to amend Article II, Section 2.05(c) as to fences to clarify that "privacy" fences are prohibited, and any approved non-privacy fence shall have a maximum height of 48 inches; and

WHEREAS, Declarant desires to amend Article III, Section 3.09(a) to clarify the lot owner is responsible for maintaining any settlement of the graded or sodded yard and desires to amend Section 3.09(c) to declare the obligations of lot owners, other than owners of Garden Series lots, 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 amend Article V, Section 5.03, Article VII, Section 7.03, and Article VII, Section 7.07 with language relating to the Association's obligations pursuant to SWQM Agreements;

WHEREAS, Declarant desires to add Article VII, Section 7.06 to the Declaration to clarify that any work related to bond release, that the Association will grant 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, said language shall be added in its entirety as if originally set forth therein; 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, Declarant hereby declares as follows:

1. The Annexed Property consists of the lots numbered 108 through 114 and lots 116 through 150, and the open space lots 115 and 152, as shown on Record Plat of TWIN LAKES AT FLOYD'S FORK CONSERVATION SUBDIVISION - SECTION 4, filed simultaneously with the recording of this First Amendment, of record in Plat and Subdivision Book 64, Pages 22 in the Office of the Clerk aforesaid.

2. Section 4 is hereby annexed to TWIN LAKES AT FLOYD'S FORK CONSERVATION SUBDIVISION, and the scheme set forth in the Declaration shall be and hereby is extended to include the Annexed Property being more particularly described as:

BEING Lots 108 - 114, 116 - 150, and open space lots 115 and 152 as shown on Record Plat of Twin Lakes at Floyd's Fork Conservation Subdivision – Section 4, prepared by Mindel, Scott & Associates, Inc., dated Section 5, 2023 and approved by the Louisville Metro Planning Commission on Section 18, 2023 in Docket 22-RP-0007 the original of which is shown on the Plat of record in Plat and Subdivision Book My, Pages 12 in the Office of the Clerk of Jefferson County, Kentucky.

Being a portion of the property conveyed to Clayton Properties Group, Inc. by that certain Special Warranty Deed dated October 31, 2019 of record in Deed Book 11543, Page 595 in the Office aforesaid.

Declarant declares that the Annexed Property shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth herein as if these conditions and restrictions were included in and made a part of the Declaration.

3. The following language shall be added to the end of Article II, Section 2.05(c) as if originally set forth therein:

No privacy fences or walls of any nature are allowed. Any fence approved by the Association in writing must not constitute a "privacy" fence (i.e., prohibiting the view through the fence). Further, any non-privacy fence approved in writing by the Association must be no taller than 48" in height.

4. The following sentence shall be added in its entirety to the end of Article III, Section 3.09(a) of the Declaration title "Grading and Sodding" as if originally set forth therein:

The lot owner shall be responsible for maintaining any settlement of the graded and sodded yard, if applicable, with the cost of any required work to be paid by the lot owner.

5. The following is added to the end of Article III, Section 3.09(c) 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, in all sections other than Garden Series sections, each lot owner shall maintain and replace, as necessary, all trees located in the right of way adjoining his or her lot ("Street Tree"), irrespective of whether the right of way tree needs to be maintained or replaced due to natural causes or due to work performed in the right of way by a third party, the Association, or local government/municipality (for clarity purposes, all Garden Series lots shall be

exempt from this tree maintenance and replacement obligations due to the Street Tree inclusion in the regular yard maintenance program of the Association set forth in Section 3.09(g) of the Declaration). 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.

6. 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.

7. 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) as set forth in Section 3.12, 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 at the earlier of that certain date when Class B membership ceases pursuant to Section 7.02 above or the date of the MSD bond release for the applicable Subdivision section, irrespective of whether a specific SWQMA Agreements assignment is executed or not.

8. 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 Twin Lakes at Floyd's Fork Conservation Subdivision related to finalizing Subdivision plan approvals or bond release, including, but not limited to the preliminary subdivision plan approval in Case #18SUBDIV1015, 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.

9. 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 at the earlier of that certain date when Class B membership ceases pursuant to Section 7.02 above or the date of the MSD bond release for the applicable Subdivision section, whichever occurs first. 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.

10. 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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**WITNESS** the signature of Declarant by its duly authorized representative as of the day, month, and year first above written.

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COMMISSION NO. C. AUBLIC  AUBLIC  ATARY  ATARY  AVEALTH OF	CLAYTON PROPERTIES GROUP, INC. a Tennessee corporation  By:
COMMONWEALTH OF KENTUCKY	)
COUNTY OF JEFFERSON	) SS: )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of November, 2023, by Michael Metalles as Secretary of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, on behalf of the corporation.

Notary Public

State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Nicholas R. Pregliasco, Esq.

BARDENWERPER, TALBOTT & ROBERTS, PLLC

Building Industry Association of Greater Louisville Bldg.

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