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INST # 2018189193

BATCH # 143603

JEFFERSON CO, KY FEE \$22.00

PRESENTED ON: 08-10-2018 8 09:54:42 AM

LODGED BY: LITTLE SPRING FARM BUILDERS LLC

RECORDED: 08-10-2018 09:54:42 AM

BOBBIE HOLSCRAW

CLERK

BY: EVELYN MAYES

RECORDING CLERK

BK: D 11217

PG: 507-513

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LITTLE SPRING FARM – SECTION 4A
PLAT AND SUBDIVISION BOOK 57, PAGES 83-84

Little Spring Farm Subdivision
Jefferson County, Kentucky

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “Supplemental Declaration”) for Little Spring Farm Subdivision is made as of AUGUST 10, 2018, by **LITTLE SPRING FARM BUILDERS, LLC**, a Kentucky limited liability company, 16218 Shelbyville Road, Louisville, Kentucky 40245 (“Successor Developer”).

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky to be developed as part of a residential subdivision;

WHEREAS, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the Clerk of Jefferson County, Kentucky (the “Original Declaration”), Brown Noltemeyer & Mattingly, LLC, as “Developer” (and in this Supplemental Declaration referred to as “Original Developer”) declared certain property commonly known as Little Spring Farm Subdivision to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

WHEREAS, Original Developer subjected additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions dated July 31, 2003, of record in Deed Book 8206, Page 218 (the “First Supplemental Declaration”), by a Supplemental Declaration of Covenants, Conditions and Restrictions dated December 16, 2003, of record in Deed Book 8321, Page 539 (the “Second Supplemental Declaration”), by a Supplemental Declaration of Covenants, Conditions and Restrictions dated September 17, 2004, of record in Deed Book 8505, Page 414 (the “Third Supplemental Declaration”), by a Supplemental Declaration of Covenants, Conditions and Restrictions dated September 17, 2004, of record in Deed Book 8607, Page 554 (the “Fourth Supplemental Declaration”), by a Supplemental Declaration of Covenants, Conditions and Restrictions dated June 15, 2005, of record in Deed Book 8670, Page 523 (the “Fifth Supplemental Declaration”), by a Supplemental Declaration of Covenants, Conditions and Restrictions dated December 28, 2005, of record in Deed Book 8756, Page 83 (the “Sixth Supplemental Declaration”), and by a Supplemental Declaration of Covenants, Conditions and Restrictions recorded October 18, 2006, of record in Deed Book 8922, Page 506 (the “Seventh Supplemental Declaration”), all recorded in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Original Developer amended the Original Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 2, 2004, of record in Deed Book 8368, Page 66 (the “First Amendment”), and further amended the Original

Declaration pursuant to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated May 6, 2004, of record in Deed Book 8414, Page 461, in the office aforesaid (the "Second Amendment"), and further amended the Original Declaration pursuant to that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions dated May 23, 2013, recorded in Deed Book 10073, Page 862 (the "Third Amendment"), and further amended the Original Declaration pursuant to that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions dated November 14, 2014, of record in Deed Book 10327, Page 972 (the "Fourth Amendment"), all recorded in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Original Developer (as "Master Developer") and Little Spring Farm Partners, LLC (as "Sub-Developer") subjected additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions dated October 30, 2014, of record in Deed Book 10332, Page 480, in the office of the Clerk of Jefferson County, Kentucky (the "Eighth Supplemental Declaration");

WHEREAS, the Original Declaration, as supplemented by the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, the Eighth Supplemental Declaration, the Ninth Supplemental Declaration, the Tenth Supplemental Declaration, and the Eleventh Supplemental Declaration (defined below), and as modified by the First Amendment, Second Amendment, the Third Amendment and Fourth Amendment are sometimes collectively referred to herein as the "Declaration"; and

WHEREAS, Original Developer has conveyed to Successor Developer, and Successor Developer has acquired from Original Developer, real property that was owned by Original Developer and that may be (but is not required to be) included as other sections of Little Spring Farm Subdivision, pursuant to a Deed dated October 7, 2015, of record in Deed Book 10477, Page 822, in the office of the Clerk of Jefferson County, Kentucky, and Original Developer no longer owns any real property that may be included as future sections of Little Spring Farm Subdivision;

WHEREAS, in connection with the conveyance and acquisition of real property recited in the previous paragraph, Original Developer assigned to Successor Developer all of Original Developer's rights as "Developer" under and pursuant to the Declaration and designated Successor Developer as the "Developer" under the Declaration, all pursuant to an Assignment of Developer Rights dated October 7, 2015, of record in Deed Book 10478, Page 522, in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Successor Developer then subjected additional real property to the Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions recorded June 30, 2016, of record in Deed Book 10652, Page 218 (the "Ninth Supplemental Declaration"); and

WHEREAS, Successor Developer then subjected additional real property to the Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions recorded July 24, 2017, of record in Deed Book 10939, Page 131 (the "Tenth Supplemental Declaration"); and

WHEREAS, Successor Developer then subjected additional real property to the Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions recorded December 22, 2017, of record in Deed Book 11054, Page 74 (the "Eleventh Supplemental Declaration"), which related to common areas only; and

WHEREAS, pursuant to Section 2 of the Original Declaration, additional land may become subject to the Declaration, and Successor Developer desires to subject additional real property in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Declaration.

NOW, THEREFORE, Successor Developer hereby declares that all of the property described in this Supplement Declaration of Covenants, Conditions and Restrictions shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner of a lot subject to the Declaration. Successor Developer further covenants, agrees and declares as follows:

**ARTICLE I
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

The real property which is subject to this Supplemental Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

BEING Lots 537 to 561 inclusive, and Lots 576 to 581 inclusive, and Open Space Lot 582C and Open Space Lot 492A, all as shown on the Record Plat of Little Spring Farm, Section 4A, of record in Plat and Subdivision Book 57, Pages 83 and 84, in the office of the Clerk of Jefferson County, Kentucky.

BEING part of the property acquired by Little Spring Farm Builders, LLC, by Deed dated October 7, 2015, of record in Deed Book 10477, Page 822, in the office of the Clerk of Jefferson County, Kentucky.

**ARTICLE II
INCORPORATION OF DECLARATION**

All of the terms, covenants, conditions, easements and restrictions set forth in the Declaration are incorporated herein as fully as if restated and set forth herein in their entirety. Such easements, restrictions, covenants and conditions shall run with the real property described herein and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner of a lot subject to the Declaration.

**ARTICLE III
ADDITIONS TO EXISTING PROPERTY; COMMON AREAS**

Successor Developer makes this Section 4A part of a larger community known as Little Spring Farm Subdivision. The common areas covered by the Declaration and by this Supplemental Declaration shall each inure to the benefit of the owners of all lots within Little Spring Farm Subdivision, and the common areas in any future sections of Little Spring Farm Subdivision, regardless of whether developed by Successor Developer, or otherwise, shall inure to the benefit of the owners of lots in this Section 4A, to the extent expressly set forth in this or subsequent declarations, each to enjoy the common areas of the others and to have and to hold such common areas as if each new lot had been developed and subjected to the Declaration simultaneously.

**ARTICLE IV
ASSESSMENTS**

Each owner of a Lot in this Section 4A of Little Spring Farm [except the owner(s) of Lots designated Open Space” or similar language] shall be a Class A Member of the Community Association (as defined in the Declaration), and shall be subject to and pay assessments with respect to such lot as provided in the Declaration.

**ARTICLE V
ADDITIONAL DEVELOPER RIGHTS**

So long as Successor Developer owns any Lots in this or any existing or future or planned section of Little Spring Farm Subdivision, Successor Developer shall have the unfettered right to maintain and carry on upon portions of the common areas such activities as, in the sole opinion of Successor Developer, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of Little Spring Farm Subdivision, including without limitation business offices, signs and sales offices, and Successor Developer shall have an easement for access to such facilities. No provision of this Supplemental Declaration shall be construed to prevent or limit Successor Developer’s right to complete the development, construction, promotion, marketing and sale of lots developed in Little Spring Farm Subdivision, including future sections of Little Spring Farm Subdivision. So long as Successor Developer owns any lot in Little Spring Farm Subdivision, the lot owners may not and shall not take any action to amend the Declaration or this Supplemental Declaration, or any other action, to limit or restrict Successor Developer from completing the development and sale of

Little Spring Farm Subdivision. Successor Developer, its successors and assigns, shall have the specific right to hold and/or sponsor home shows, such as Homearama, or other sales oriented events in Little Spring Farm Subdivision and to restrict temporarily portions of the common areas from general use for the duration of such shows or events, including temporarily closing or restricting the use of streets and roads within Little Spring Farm Subdivision. Notwithstanding that certain Lots are designated "Open Space" or similar language, such Lots may be made buildable lots if approved by the Louisville Metro Planning Commission and/or other governmental or quasi-governmental agencies with jurisdiction without the consent or approval or joinder in any supplement or amendment to the Declaration of any owner in Little Spring Farm Subdivision. Also, pursuant to the authority reserved to Original Developer (now Successor Developer) in ARTICLE VI, SECTION 3, of the Original Declaration (as previously modified by the First Amendment), Successor Developer hereby amends ARTICLE IV, SECTION 13.C(ii) of the Original Declaration (as previously amended by the Third Amendment), to read as follows: "(ii) July 1, 2025".

IN TESTIMONY WHEREOF, witness the signature of Successor Developer as of the date first set forth above but actually on the date set forth in the notarial certificate below.

SUCCESSOR DEVELOPER
LITTLE SPRING FARM BUILDERS, LLC
BY: Elite Built Homes, LLC
Its Sole Member

By:

Joseph A. Pusateri, Jr., Manager

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on 7-13-19, 2018, by Joseph A. Pusateri, Jr., Manager of Elite Built Homes, LLC, the sole member of Little Spring Farm Builders, LLC, a Kentucky limited liability company, on behalf of the company.



Notary Public

Commission expires:

5-15-2021

This instrument prepared by
David B. Buechler
Stuart & Buechler, P.S.C.
906 Lily Creek Road, Suite 202

Louisville, Kentucky 40243

[Handwritten Signature]

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Recorded in Plat Book
No. 57 Page 83-84
Part No. _____