



Bobbie Holsclaw

Jefferson County Clerk's Office

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INST # 2024108415

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RECORDED: 06-26-2024 11:54:32 AM

BOBBIE HOLSCLOW

CLERK

BY: LEEMESIA EDWARDS

INDEXING CLERK

BK: D 12864

PG: 245-257

Third Amendment to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Windcrest Farms

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Windcrest Farms ("**Third Amendment**") is made on the date it is fully signed ("**Effective Date**") by 9300 Old Bardstown, LLC, a Kentucky limited liability company ("**Declarant**").

Background:

The Declarant previously recorded its Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Windcrest Farms on July 19, 2022, of record in Deed Book 12418, Page 276, in the Jefferson County Clerk's office, and amended it by a first amendment dated February 23, 2023, of record in Deed Book 12563, Page 690, in the Jefferson County Clerk's office, and a second amendment dated April 2, 2024, of record in Deed Book 12813, Page 383, in the Jefferson County Clerk's office (collectively, the "**Original Declaration**").

The Declarant remains the sole owner of the Property.

Accordingly, under Section 15.2 of the Original Declaration, the Declarant amends the Original Declaration as follows:

1. **Definitions.** As used in this document, all the terms defined in the preamble and background have their assigned meanings. All capitalized words not otherwise defined have their assigned meanings in the Original Declaration. Additionally:

"**Declaration**" means the Original Declaration as amended by this Third Amendment.


2. The Declaration is amended to clarify the Lots associated with and applicable to Exhibit "D" and Exhibit "E" attached to the Declaration:
 - a. **Exhibit "D"** of the Declaration are the additional conditions and restrictions that apply to **Single Family Lots**.
 - b. **Exhibit "E"** of the Declaration are the additional conditions and restrictions that apply to **Paired Lots**. A copy of Exhibit E is attached hereto for reference.
3. The Declaration is amended to modify the heading of Exhibit "D" and Exhibit "E" attached to the Declaration to provide clarity and applicability to the additional restrictions. A copy of the amended Exhibit "D" and Exhibit "E" modifying the heading only is attached for reference.
4. The real property described in the attached Exhibit "A," is annexed to and made subject to the provisions of the Declaration and the applicable additional restrictions. The real

property described in Exhibit "A," must be held, sold, and conveyed subject to the covenants, conditions and restrictions, and reservation of easements contained in the Declaration, which run with such real property and are binding on all parties having any right, title, or interest in such real property or any part thereof, their heirs, successors and assigns, and will inure to the benefit of each owner thereof.

5. **Lots 59 – 93 are Paired Lots** that are subject to the Exhibit "E" of the Declaration and **Lots 94 – 119 are Single Family Lots** subject to Exhibit "D" of the Declaration.
6. The definitions of "Lots", "Open Spaces" and "Property" in the Declaration are amended to include the real property described in Exhibit "A" hereto.
7. Except as set forth above, the Declaration remains in full force and effect.

Accordingly, the Declarant has signed below:

9300 OLD BARDSTOWN ROAD, LLC, by its Manager, Flynn Brothers Real Estate Holdings, LLC, by its Manager, Flynn Brothers Holdings, Inc.

By: 
Peter Rastocny, Jr., Treasurer

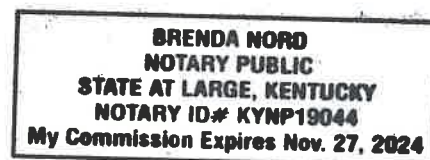
Commonwealth of Kentucky)
Jeferson County)

This Third Amendment was acknowledged before me on June 26, 2024, by Peter Rastocny, Jr., as Treasurer for Flynn Brothers Holdings, Inc., Manager for Flynn Brothers Real Estate Holdings, LLC, Manager for 9300 Old Bardstown, LLC, the Declarant.


Notary Public

Expiration: 11-27-2024

ID: KYNP19044



Prepared by:

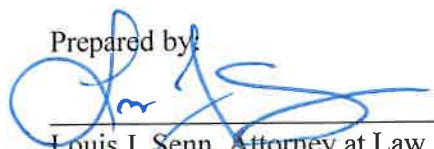

Louis J. Senn, Attorney at Law
Cox & Cox Law Office, PLLC
635 West Main Street, Suite 300-B
Louisville, Kentucky 40202
502-410-0404

Exhibit "A"

Situated in the County of Jefferson, Commonwealth of Kentucky, and being more particularly described as **Lots 59 through 119, inclusive and Common Open Space 122, Common Open Space 123 and Common Open Space 125, of Windcrest Farms Subdivision, Sections 2A & 2B**, as delineated on the record plat recorded at **Book P 64, Page 82**, of the Jefferson County, Kentucky Clerk's Office.

LOT	PARCEL NO.
59	23-4115-0059-0000
60	23-4115-0060-0000
61	23-4115-0061-0000
62	23-4115-0062-0000
63	23-4115-0063-0000
64	23-4115-0064-0000
65	23-4115-0065-0000
66	23-4115-0066-0000
67	23-4115-0067-0000
68	23-4115-0068-0000
69	23-4115-0069-0000
70	23-4115-0070-0000
71	23-4115-0071-0000
72	23-4115-0072-0000
73	23-4115-0073-0000
74	23-4115-0074-0000
75	23-4115-0075-0000
76	23-4115-0076-0000
77	23-4115-0077-0000
78	23-4115-0078-0000
79	23-4115-0079-0000
80	23-4115-0080-0000
81	23-4115-0081-0000
82	23-4115-0082-0000
83	23-4115-0083-0000
84	23-4115-0084-0000
85	23-4115-0085-0000
86	23-4115-0086-0000
87	23-4115-0087-0000
88	23-4115-0088-0000
89	23-4115-0089-0000
90	23-4115-0090-0000

91	23-4115-0091-0000
92	23-4115-0092-0000
93	23-4115-0093-0000

Exhibit "A" Continued

LOT	PARCEL NO.
94	23-4115-0094-0000
95	23-4115-0095-0000
96	23-4115-0096-0000
97	23-4115-0097-0000
98	23-4115-0098-0000
99	23-4115-0099-0000
100	23-4115-0100-0000
101	23-4115-0101-0000
102	23-4115-0102-0000
103	23-4115-0103-0000
104	23-4115-0104-0000
105	23-4115-0105-0000
106	23-4115-0106-0000
107	23-4115-0107-0000
108	23-4115-0108-0000
109	23-4115-0109-0000
110	23-4115-0110-0000
111	23-4115-0111-0000
112	23-4115-0112-0000
113	23-4115-0113-0000
114	23-4115-0114-0000
115	23-4115-0115-0000
116	23-4115-0116-0000
117	23-4115-0117-0000
118	23-4115-0118-0000
119	23-4115-0119-0000
O/S 122	23-4115-0122-
O/S 123	23-4115-0123-0000
O/S 125	23-4115-0125-0000

EXHIBIT D

IN ADDITION TO BEING SUBJECT TO THE RESTRICTIONS, AS CONTAINED IN THIS DECLARATION, INCLUDING BUT NOT LIMITED TO ANY AND ALL ASSESSMENTS, THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL APPLY TO *SINGLE-FAMILY LOTS* LOCATED IN WINDCREST FARMS

SECTION 7

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

7.2 Covenants and Restrictions.

(y) Swimming Pools. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Single-Family Lot; provided, however, portable or inflatable swimming pools designed for use by small children shall be permitted so long as they are stored out of view when not in use. In-ground swimming pools are permitted provided they are approved pursuant to Section 7 hereof. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool.

(z) Basketball Goals, Play Areas, etc. No permanent basketball goals shall be attached to any Dwelling Unit or affixed in the ground without the approval of the ARC. No full size portable goals will be allowed on any Single-Family Lot. Small portable children's goals made of plastic are allowed so long as the goals are kept away from public streets and kept in the garage when not in use. No playground equipment, play apparatuses, swing sets, tree houses, trampolines, or other similar structures or apparatuses shall be erected, constructed, or allowed to remain on any Single-Family Lot except in accordance with Rules and Regulations established by the ARC from time to time or as otherwise approved by the ARC.

(aa) Fencing. Notwithstanding anything contained herein, ALL fencing shall be approved by the ARC as provided in Section 6 of the Declaration. No fences shall be erected or built on any part of any Single-Family Lot between the rear of the dwelling unit constructed thereon and the street in front of the dwelling unit. On a corner Single-Family Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the dwelling unit on said Single-Family Lot. Such style and materials for fences erected on said Single-Family Lot are not permitted unless they comply with the Architectural Guidelines and procedures as adopted by the ARC. Further, invisible fences shall be permitted so long as such invisible fence is installed at least five (5) feet away from any common sidewalk, public path, or walkway. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. All fences must meet local governmental fence codes and regulations. Entrance designations, Recreational Facilities,

fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(bb) Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Single-Family Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Single-Family Lot areas left in a naturalized state by the Declarant or Builder may be left in such naturalized state by the Single-Family Lot Owner.

SECTION 9

COMMON ELEMENTS AND EASEMENTS

9.1 Common Private Driveway Easements

(a) Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Single-Family Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services.

EXHIBIT E

IN ADDITION TO BEING SUBJECT TO THE RESTRICTIONS, AS CONTAINED IN THIS DECLARATION, INCLUDING BUT NOT LIMITED TO ANY AND ALL ASSESSEMENTS, THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL APPLY TO PAIRED LOTS OF WINDCREST FARMS

SECTION 7 **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

7.2(y) Swimming Pools. No in-ground swimming pools or above-ground swimming pools shall be erected, constructed or permitted to remain on any Paired Lot.

7.2(z) Basketball Goals, Play Areas, etc. No permanent or portable basketball goals shall be erected, constructed, or permitted to remain on any Paired Lot. No playground equipment, play apparatuses, swing sets, tree houses, trampolines, playhouses, or other similar structures or apparatuses shall be erected, constructed, or permitted to remain on any Paired Lot.

7.2(aa) Fences. No fences shall be erected or built on any part of a Paired Lot except that an invisible fence shall be permitted. In no case shall the installation of an invisible fence destroy or otherwise disturb any landscaping area on any Paired Lot.

SECTION 8 **MAINTENANCE STANDARDS**

Section 8.1 Adoption and Amendment.

(g) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

Section 8.5 Right of Entry.

(a) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

SECTION 9 **COMMON ELEMENTS AND EASEMENTS**

Section 9.7 Easements.

(f) There is hereby established and reserved by the Declarant a blanket easement over all of each and every Paired Lot for the benefit of the Association for express purpose

of providing landscaping maintenance services, snow pushing services, and any other services or special services established by the Board or set forth in the Declaration as amended. The Declarant reserves the right within said easement to establish common landscape areas or common streetscape areas for the benefit of Paired Lot Owners. The Association shall be responsible for the maintenance of any such common landscape areas or common streetscape areas so established.

(g) Mailboxes located on the Common Elements of the Property in which a mailbox easement has been reserved on the record Plats are hereby designated as Exclusive Common Elements for the sole benefit of the Paired Lots. The Association shall be responsible for the maintenance and upkeep of said mailboxes, the cost of which shall be a Neighborhood Assessment assessed solely to the Owner of Paired Lots.

SECTION 10

ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITY

10.1.1 Additional Association Responsibilities. It is the intention of the Declarant and Builder that the Paired Lots be provided with the following additional maintenance services and insurance:

(a) **Required Lawn and Landscape Maintenance Services.** The Association shall manage and provide lawn and landscaping maintenance services for each Patio Lot and all Common Elements located on the Property. Such services apply to those areas installed by Declarant and/or Builder and may include but shall not be limited to: mowing, leaf removal, fertilizing and treatments of all established turf areas; pruning and treatment of shrubs and trees; weeding, trimming, leaf removal, edging, and annual mulching of landscape beds. The Declarant and/or Builder may install additional landscaping which the Association is responsible for maintaining, provided such additional landscaping is noted on the Record Plat as a "Landscape Easement Area". Any Landscape Easement Area shall be maintained by the Association. The delineation of areas to be mowed and otherwise maintained and areas to be left in a natural state shall be at the discretion of the Board.

Each Owner of a Paired Lot shall remain responsible for the remaining lawn and/or landscaping services including the establishment of all turf areas and the irrigation of watering of all turf and landscaping areas located in the front, side and rear yards. Any landscaping installed by an Owner will not be maintained by the Association. As determined by the Board, the Association will replace dead or dying landscaping and turf, which are under maintenance of the Association, unless the Owner of the Paired Lot, through action or inaction, causes the death or damage of plant material and/or turf, (e.g. does not adequately water the landscaping). Owner damaged landscaping and turf will be replaced at the expense of the respective Owner and may be assessed as an Individual Assessment under Section 5 of the Declaration.

Yard ornaments or other decorative items may be located on a front door stoop, patio or deck but may not be placed in or on mulch beds, trees, bushes or other landscaped areas.

- (b) Required Snow Pushing Services. The Association shall manage and provide snow pushing services for driveways and sidewalks for Paired Lots. Such snow pushing services for sidewalks shall be limited to the private streets, if any, and the sidewalk leading from the driveway to the front door of the Dwelling Unit and shall not include sidewalks along streets. Snow pushing shall be provided in accordance with requirements and rules established by the Board of Directors. Deicers and deicing service is not part of this service. Paired Lot Owners bear all risks and are responsible for any damage to pavement surfaces caused by their use of deicers on their own driveways and sidewalks.
- (c) Special Services. The Association on its own initiative or at the request of Paired Lot Owners may, upon Board approval, provide special services to Paired Lot Owners. Such services may include, but are not limited to: exterior painting, concrete cleaning and sealing, deck cleaning and sealing, exterior building maintenance, gutter cleaning or similar services. These services would not be required or provided to all Paired Lot Owners, but would only be provided to such Paired Lot Owners who desire to participate in such special services. These services would be provided at an additional cost to the participating Paired Lot Owners. Any expenses incurred by the Association for the provision of special services shall be billed to the participating Paired Lot Owner as an Individual Assessment and shall be paid by said Owner within thirty (30) days thereafter.
- (d) Discontinuance of Required Services. During the Development Period the required services set forth in Paragraphs 6.3(a) and 6.3(b) shall be mandatory and shall be provided by the Association unless the Declarant consents to the discontinuance of any such service and seventy-five percent (75%) of the Paired Lot Owners vote to discontinue any such service. After the termination of the Development Period, the aforesaid required services may be discontinued as set forth above, but without requiring the consent of the Declarant. Furthermore, after termination of the Development Period, additional services may be added if seventy-five percent (75%) of the Paired Lot Owners vote to add such services.
- (e) Exterior Maintenance. Exterior Maintenance shall include the following: paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, and exterior wall surfaces; paint and make surface repairs on the exterior surfaces of the doors; repair and replace common area sidewalks; general treatment for pest control; perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain such Paired Homes consistent with the funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all such Paired Homes.

Unless otherwise determined by the Board of Directors, exterior maintenance shall NOT include structural and/or waterproofing, repair, replacement or care of foundations, basement walls and floors; repair, replacement or care of wood balconies, decks, railings and patios; repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, exterior light fixtures attached to such Paired Homes, electric outlets, water sillcock, window and/or door glass or screen; repair, replacement or care of doorjamb, thresholds, window frames or operating parts of doors and windows;

maintenance, repair and replacement of driveways, lead-walks and door stoops; cleaning, weather stripping or replacement of doors and windows; general cleaning or debris removal; and any care whatsoever to improvements or additions made other than by the original Builder in constructing the respective Paired Lots.

SECTION 13 INSURANCE

13.1 Fire, Extended Coverage and Standard "All Risk" Insurance. Notwithstanding anything contained to the contrary in Section 13 of the Declaration, the Association shall insure all buildings (excluding insurance on Improvements as that term is defined in Section 13.2 below, structures and all the Common Elements which are located on the Property against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

13.2 Individual Insurance. Notwithstanding anything contained to the contrary in Section 15.6 of the Declaration, the Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Dwelling Unit nor the liability of any Paired Lot Owner for injuries therein not caused by or connected with the Association's operation, maintenance or use of the Common Elements or other property located in the Subdivision. Each Paired Lot Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his or her Dwelling Unit or on his or her Lot. In addition, each Paired Lot Owner shall maintain fire and extended coverage insurance on the contents of his/her Dwelling Unit, including any partitions, trim, drywall, flooring, built-in fixtures, equipment and appliances, and on the improvements and betterments which are located in his/her Dwelling Unit (collectively, the "Improvements"). The Association may request the Paired Lot Owner to provide a copy of the policy(s) to the Association evidencing this insurance coverage at any time.

Each Paired Lot Owner agrees that if any Owner(s) damages a building or other improvements now or at any time hereafter constituting a part of the Subdivision which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Paired Lot Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first. In the event a Paired Lot Owner refuses or fails to pay the insurance deductible or replacement/repair costs in the time period provided in the preceding sentence, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner as an Individual Assessment.

SECTION 18

PARTY WALLS

18.1 Party Walls. Each wall which is built as part of the original construction of a Dwelling Unit and is placed on the dividing line between Paired Lots or dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

18.2 Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared 50/50 by the Owners who make use of the wall in proportion to such use.

18.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by the Association and the Owners of all Dwelling Units damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be used to restore the structure.

18.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

18.5 Right of Entry. For purposes of making inspections and repairs under this Section 8, an Owner, his/her agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

18.6 Easements. In the event that a Dwelling Unit is erected on more than one Paired Lot, each such Paired Lot shall have the benefit of mutual easements across the other Paired Lots upon which said structure is located and through the structure, and each such Paired Lot shall be subject to easements across it and through the structure erected thereon for the benefit of the other Paired Lots upon which said structure is located, for the maintenance, continuation and upkeep of utility wires and lines serving the individual Paired Lots and Dwelling Units located thereon. The Owner of each Paired Lot shall maintain, repair and replace all wires and lines serving such Paired Lots and Dwelling Units, and for such purpose may enter upon the other Paired Lots or Dwelling Units, but shall at all times be responsible for repairing and restoring to its former condition any Paired Lot or Dwelling Unit which is damaged or disturbed by reason of the performance of any maintenance, repair or replacement of such wires and lines, or by reason of the exercise of any right of easement, ingress and egress herein provided. The cost of repair and maintenance of wires and lines used jointly for the benefit of two or more Paired Lots shall be shared by the Owners who make use of the same in equal amounts, unless such repair and maintenance is provided by the Association through Assessment. "Wires" and "Lines" shall be construed broadly to include energy, communications, water and or sanitary sewer wires and lines.

18.7 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

18.8 Control of Utility Lines. Notwithstanding provisions otherwise contained herein, all of the following utility lines designed to serve a Dwelling Unit shall be under the exclusive control of and shall be maintained by the Association (subject to the rights and duties of the utility company providing the service):

Electric supply lines extending from the entrance of such line upon a Paired Lot and extending through the last Dwelling Unit serviced by such line, shall be the responsibility of the Owner(s).

Sanitary sewer lines from the main sewer line serving a Paired Lot and extending through the last Dwelling Unit serviced by such line, shall be the responsibility of the Owner(s).

Water service lines from the entrance of such line upon a Paired Lot and extending through the last Dwelling Unit serviced by such line shall be the responsibility of the Owner(s).

Electric supply lines, sanitary sewer lines, water service lines, and similar improvements collectively referred to herein as "Utility Lines".

(a) Repair of Utility Lines. It shall be the responsibility of the Owner(s) to replace, repair, and/or otherwise maintain the Utility Lines from the origin of said Utility Line(s) at the street, through the last Dwelling Unit serviced by the Utility Line(s). Should the need arise for a Utility Line to be repaired, replaced, and/or otherwise maintained, the cost of such repair, replacement, and/or maintenance, shall be paid for equally by the Owner(s). If the Owner(s) disagree as to the repair, replacement, and/or maintenance of said Utility Line(s), or the cost thereof, the Association shall issue a binding determination as to the necessity for said repair, replacement, and/or maintenance. The Association may pay for the cost of the repair, replacement, and/or maintenance, and levy an additional Individual Assessment against such Owner(s).

(b) Utility Service Providers. It shall not be the responsibility of any utility company providing such services to resolve any dispute involving such services that may arise between Owners. Rather, such Owners shall follow the dispute resolution procedure in Section 14 herein. Further, the Association may serve as the main point of contact between the utility service providers and Owner(s).

18.9 Rights Not Subject to Suspension. The rights and easements created in Section 9 shall not be suspended by the Association for any reason.