

**ASSIGNMENT OF DEVELOPER RIGHTS AND FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THOMAS COMMUNICATIONS, INC., (WALNUT GROVE ESTATES)  
SUBDIVISION -UNIT 1-A, 1-B, 1-C, and 1-D**

THIS ASSIGNMENT OF DEVELOPER RIGHTS AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THOMAS COMMUNICATIONS, INC. (WALNUT GROVE ESTATES), SUBDIVISION-UNIT 1-A, 1-B, 1-C, and 1-D) ("Assignment and First Amendment") is entered into as of November 22, 2021 by and between JJK-THOMAS, LLC, a Kentucky limited liability company, 2148 Palomar Trace Drive Lexington, Kentucky 40513 (the "Developer"), and the WALNUT GROVE ESTATES HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit corporation, 2148 Palomar Trace Drive Lexington, Kentucky 40513 (the "Association"). The Assignment and First Amendment having an Effective date of January 1, 2022

WITNESSETH:

WHEREAS, the Developer entered into the Declaration of Covenants, Conditions, and Restrictions for Thomas Communications, Inc., (Walnut Grove Estates) Subdivision, Unit 1-A, dated March 15, 2002 (the "Original Declaration 1-A"), of record in Deed Book 2265, Page 701, in the Office of the Fayette County Clerk; and

WHEREAS, the Developer entered into the Declaration of Covenants, Conditions, and Restrictions for Thomas Communications, Inc., (Walnut Grove Estates) Subdivision, Unit 1-B, dated December 22, 2005 (the "Original Declaration 1-B"), of record in Deed Book 2611, Page 290, in the Office of the Fayette County Clerk; and

WHEREAS, the Developer entered into the Declaration of Covenants, Conditions, and Restrictions for Thomas Communications, Inc., (Walnut Grove Estates) Subdivision, Unit 1-C, dated April 8, 2010 (the "Original Declaration 1-C"), of record in Deed Book 2937, Page 709, in the Office of the Fayette County Clerk; and

MAIL/RETURN TO:  
FRANKLIN & RAPP  
1001 MONARCH ST.  
SUITE 120  
LEXINGTON, KY 40513

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WHEREAS, the Original Declarations 1-A, 1-B, and 1-C, provide in Sections 36, 36, and 35 respectively that the Developer may amend the covenants, conditions, and restrictions at any time provided that the Developer still owns at least one (1) lot in the Walnut Grove Estates residential development, and a) provided there are no decreases in the minimum floor area requirement ratios; b) the amendment does not discriminate against any owner of a lot in the subdivision; and c) written notice specifying the nature of the amendment is sent to each owner of each lot in the subdivision at least thirty (30) days prior to the effective date of such amendment; and

WHEREAS, the Developer wishes to amend the covenants, conditions, and restrictions contained in Section 29 of Original Declarations 1-A, 1-B, and Section 28 of Original Declaration 1-C regarding the Homeowner Association; and

WHEREAS, the Association was formed by those certain Articles of Incorporation filed with the Kentucky Secretary of State on March 18, 2002 (the "Articles") for the purpose of creating, operating, and administering a homeowners association for Walnut Grove Estates, Unit 1-A, 1-B, and 1-C and any additional property that may be added from time to time as provided for in the By-Laws of the Corporation as may be amended from time to time; and

WHEREAS, Original Declaration 1-A, Original Declaration 1-B, and Original Declaration 1-C expressly provide for, in Sections 29, 29, and 28 respectively, that each Subdivision contemplated shall be governed by the Association; and

WHEREAS, Original Declaration 1-A, Original Declaration 1-B, and Original Declaration 1-C expressly provide for, in Sections 32, 32, and 31 respectively, that the various approval rights held by the Developer may be assigned to any person, entity, or association; and

WHEREAS, the Developer executed a waiver with respect to Section 23 of Original Declaration 1-B, concerning Lot No. 64, otherwise being known, and designated as 3989 Real Quiet Lane, said waiver being dated September 14, 2007, and of record in Deed Book 2763, Page 661, in the Office of the Fayette County Clerk; and

WHEREAS, the Developer wishes to retain all of its rights with respect to Section 2 in Original Declarations 1-A, 1-B and 1-C regarding "Approval of Construction Plans" for all unimproved Lots; and

WHEREAS, the Developer desires to assign all of its remaining rights, title, and interest under the Original Declarations 1-A, 1-B, 1-C, and 1-D to the Association, provided to the extent the Developer is the owner of any Lots, said lots are exempt from the covenants, conditions, and restrictions of the Original Declarations until such time as they are conveyed; and

WHEREAS, the Association desires to accept the duties and the assignment of said rights; and

NOW, THEREFORE, for and in consideration of the mutual promises as set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Section 29 in Original Declaration 1-A and 1-B shall be amended to now include paragraph (f) and Section 28(F.) in Original Declaration shall be deleted in its entirety all of which shall now state as follows:

The Developer shall have total control of and be vested with all authority over the Homeowners Association until such time as 1) the Developer, in its sole discretion, transfers all or part of its authority to the Homeowners Association; or 2) the Developer has transferred title to one hundred percent (100%) of the lots in the entire Walnut Grove Estates residential development, including all other Subdivisions and adjacent land brought within the scope of the Homeowners Association by the Developer (whether or not such adjacent land is owned or subsequently acquired by the Developer.

2. Developer shall retain all of its rights with respect to Section 2 in Original Declarations 1-A, 1-B and 1-C regarding "Approval of Construction Plans" for all unimproved Lots; and

3. There is excepted from the Assignment and First Amendment where Developer executed a waiver with respect to Section 23 of Original Declaration 1-B, concerning Lot No. 64, otherwise being known, and designated as 3989 Real Quiet Lane, said waiver being dated September 14, 2007, and of record in Deed Book 2763, Page 661, in the Office of the Fayette County Clerk; and

4. Pursuant to the Original Declarations, and with the aforementioned exception, the Developer hereby assigns, delegates, and transfers all remaining Developer's rights, title, and interest under the Original Declarations to the Association.

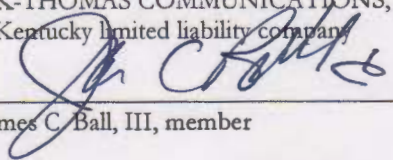
5. The Association accepts, with the aforementioned exception, the assignment, transfer, and conveyance of the Developer's rights, title, and interest under the Original Declarations.

6. The parties agree that the actions and declarations made by the Developer pursuant to all of the Original Declarations, including, but not limited to, approval of all building plans and other matters are final and shall remain in full force and effect.

7. Any and all provision of the original Declarations not expressly amended herein shall remain in full force and effect.

8. The Effective Date for the Assignment and First Amendment shall be JANUARY 1, 2022  
IN WITNESS WHEREOF, the parties have executed this Assignment and First Amendment as of the day and year first above written.

JJK-THOMAS COMMUNICATIONS, LLC  
a Kentucky limited liability company

  
James C. Ball, III, member

WALNUT GROVE ESTATES  
HOMEOWNERS ASSOCIATION, INC.  
a Kentucky Corporation

James C. Ball III  
\_\_\_\_\_, President

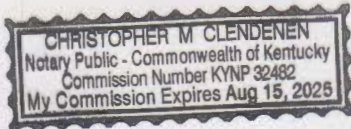
COMMONWEALTH OF KENTUCKY

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}  
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COUNTY OF FAYETTE

The forgoing instrument was subscribed, sworn to, and acknowledged before me on this the 22 day of November, 2021, by James C. Ball, III, as MEMBER of JJK-Thomas, LLC, a Kentucky limited liability company, for and on behalf of said company.

My commission expires: AUGUST 15, 2025



Chris Clendenen  
NOTARY PUBLIC KENTUCKY STATE AT LARGE

KYNP 32482  
ID#

COMMONWEALTH OF KENTUCKY

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}  
}

COUNTY OF FAYETTE

The forgoing instrument was subscribed, sworn to, and acknowledged before me on this the 22 day of November, 2021, by JAMES C. BALL III as PRESIDENT of Walnut Grove Estates Homeowners Association, Inc., a Kentucky Corporation, for and on behalf of said company.

My commission expires: 9-5-22

David A. Franklin  
NOTARY PUBLIC KENTUCKY STATE AT LARGE

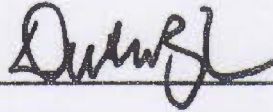


THIS INSTRUMENT PREPARED BY:

Chris Clendenen

Christopher M. Clendenen  
MURPHY & CLENDENEN, PLLC  
Lexington Financial Center  
250 W. Main Street, Suite 2510  
Lexington, Kentucky 40507  
Tel: (859) 233-9811

**I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.**



**By: EMILY GENTRY ,dc**

**202201210089**

**January 21, 2022                      9:07:11      AM**

**Fees                      \$50.00      Tax                      \$ .00**

**Total Paid                      \$50.00**

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**26      -      30**