



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2019216512

BATCH # 197803

JEFFERSON CO, KY FEE \$13.00

PRESENTED ON: 09-17-2019 9 01:34:30 PM

LODGED BY: ED JON WOLFE

RECORDED: 09-17-2019 01:34:30 PM

BOBBIE HOLSCRAW
CLERK

BY: BECKY SEARCY
INDEXING CLERK

BK: D 11507

PG: 859-861

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MONTICELLO PLACE, SECTION TWO [2]**

WHEREAS, Monticello Place is a residential subdivision (the "Subdivision") located adjacent to Billtown Road and Watterson Trail in southeastern Jefferson County, Kentucky;

WHEREAS, Section Two of the Subdivision consists of lots THIRTY [30] through FORTY-SIX [46], FORTY-EIGHT [48] through SIXTY-ONE [61], and ONE HUNDRED FORTY-EIGHT through ONE HUNDRED FIFTY SECTION TWO [2] MONTICELLO PLACE inclusive as shown on the plat of Monticello Place, of record in Plat and Subdivision book 37, page 47, in the office of the clerk of Jefferson County;

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, Monticello Place, Section Two [2] (the "Restrictions") lodged and recorded July 7, 1989, of record in the office of the aforesaid Clerk in Deed Book 5878, Page 58, the developer of Monticello Place, Phillip Leigh, subjected the Lots in Section Two [2] to certain restrictions set forth therein;

WHEREAS, Article V, Section 3, of the Restrictions, in pertinent part, provides that "[t]hese restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions including the Developers [sic] lots";

WHEREAS, the Monticello Place Community Association, Inc. (the "Association"), a Kentucky non-profit corporation, was formed to govern the Subdivision;

WHEREAS, the Board of Directors of the Association, by the adoption of appropriate resolution, has recommended that the owners of the Lots in Section Two [2] approve an amendment to the Restrictions, more fully described hereinafter, and the board has submitted same to said owners;

WHEREAS, through the attendant approval of the herein amendment by at least 75 percent of the owners of the Lots including the Developer's lots located in Section Two [2] to execute the Amendment to the Restrictions as set forth hereinbelow;

WHEREAS, as evidenced by the foregoing, all the requisite conditions precedent to approval of the amendment to the Restrictions have been fully satisfied;

NOW, THEREFORE, the Association and the owners of Lots in Section Two [2] hereby amend Article II, Section 1 (a), of the Restrictions so that said section, as amended, shall state as follows:

Section 1. (a). Primary Use Restrictions. Lots shall be used for private single family residential purposes with the following exceptions: 1) any owner of a Lot engaged in leasing or subleasing activities thereupon as of the date of entry

of this Amendment shall be allowed to continue leasing or subleasing activities until said Lot is sold or conveyed to a Third Party and 2) any owner who has been domiciled at the property for at least five (5) years may lease said Lot until it is sold or conveyed to a Third Party. For the purpose of this provision, "Third Party" shall be defined as a person who is not a Lot owner. No structure shall be erected, placed, altered, or permitted to remain on any Lot except one single family (including any domestic servants living on the premises), not to exceed two and one half stories in height in the front elevation and three and one half stories in height in the rear elevation and containing an attached two or three car garage for the sole use of the owner and occupants of the Lot. A garage is not required. One additional auxiliary building for storage of boats or cars, etc., may be approved by the developer [Homeowners Association] if it conforms and is harmonious with the surrounding buildings and homes and meets architectural requirements of Monticello Place.

IN WITNESS WHEREOF, the Association and the owners of Lots in Section Two [2], execute this Amendment as of the date set forth below.

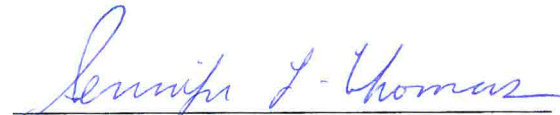


CHRISTOPHER TEMPLE, President,
Monticello Place Community Assn., Inc.

STATE OF KENTUCKY
COUNTY OF JEFFERSON

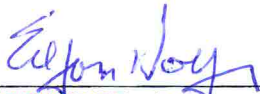
The foregoing was subscribed, sworn to, and acknowledged before me by Christopher Temple in his capacity as President of Monticello Place Community Association, Inc., on this the 17 day of September, 2019.

My Commission expires: March 21, 2021



Notary Public, State-at-Large, Kentucky

This document prepared by:



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