



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2020027020

BATCH # 215957

JEFFERSON CO, KY FEE \$46.00

PRESENTED ON: 02-07-2020 0 03:54:46 PM

LODGED BY: ED JON WOLFE

RECORDED: 02-07-2020 03:54:46 PM

BOBBIE HOLSCRAW

CLERK

BY: JOLENE CARDWELL

RECORDING CLERK

BK: D 11616

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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MONTICELLO PLACE, SECTION THREE [3]**

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

WHEREAS, Section Three [3] of the Subdivision consists of lots 62 through 65, lots 89 through 129, and lots 145 through 147 (collectively, the "Lots") which are more particularly described in the plat of Monticello Place which is of record in the office of the Clerk of Jefferson County, Kentucky, in Plat and Subdivision Book 38, Page 21 and 22;

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, Monticello Place, Section Three [3] (the "Restrictions") dated April 29, 1990, of record in the office of the aforesaid Clerk in Deed Book 5963, Page 267, the developer of Monticello Place, Phillip Leigh, subjected the Lots in Section Three [3] to certain restrictions set forth therein;

WHEREAS, Article V, Section 3, of the Restrictions, in pertinent part, provides that "these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 85 percent of the lots subject to these restrictions including the Developers 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 Three [3] approve an amendment to the Restrictions, more fully described hereinafter, and the board has submitted same to said owners;

WHEREAS, through approval of the herein amendment by at least 85 percent of the owners of the Lots including the Developer's lots located in Section Three [3] 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 hereby amends 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 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

