

# Bobbie Holsclaw

## Jefferson County Clerk's Office

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**INST # 2019286992**

**BATCH # 209587**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 12-16-2019 9 03:45:08 PM

LODGED BY: ED JON WOLFE

RECORDED: 12-16-2019 03:45:08 PM

BOBBIE HOLSCRAW  
CLERK

BY: JOLENE CARDWELL  
RECORDING CLERK

**BK: D 11577**

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**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MONTICELLO PLACE, SECTION THREE [3] A-1**

**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] A-1 of the Subdivision consists of lots 200 through 210, lots 221 through 225, and lots 240 through 243 (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 39, Page 5;

**WHEREAS**, by Declaration of Covenants, Conditions and Restrictions, Monticello Place, Section Three [3] A-1 (the "Restrictions") dated October 15, 1991, of record in the office of the aforesaid Clerk in Deed Book 6113, Page 543, the developer of Monticello Place, Phillip Leigh, subjected the Lots in Section Three [3] A-1 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] A-1 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] A-1 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 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 garages 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.

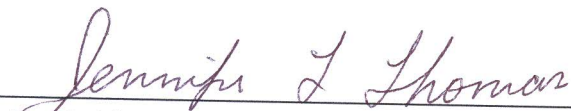
**IN WITNESS WHEREOF**, the Association and the owners of Lots in Section Three [3] A-1 execute this Amendment as of the date set forth below.

  
\_\_\_\_\_  
Christopher Temple, President  
Monticello Place Community Association, Inc.

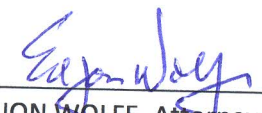
STATE OF KENTUCKY  
COUNTY OF JEFFERSON

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 9 day of December, 2019.

My Commission expires: March 21, 2021

  
\_\_\_\_\_  
Notary Public, State-at-Large, Kentucky

This document prepared by:

  
\_\_\_\_\_  
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