



Bobbie Holsclaw

Jefferson County Clerk's Office

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INST # 2022188765

BATCH # 407490

JEFFERSON CO, KY FEE \$46.00

PRESENTED ON: 08-12-2022 2 02:47:10 PM

LODGED BY: MCCLAIN DEWEES PLLC

RECORDED: 08-12-2022 02:47:10 PM

BOBBIE HOLSCRAW

CLERK

BY: SHERRI SCHULTZ

RECORDING CLERK

BK: D 12430

PG: 546-549

DOR

SECOND AMENDMENT TO MONTICELLO PLACE, SECTION FOUR, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Second Amendment to the Monticello Place Declaration of Covenants, Conditions, and Restrictions (“Second Amendment”), dated this 6th day of August 2022, is made at the direction of the Monticello Place Community Association, Inc., (“Monticello Place”) a Kentucky non-profit, non-stock corporation, whose mailing address is P.O. Box 991081, Louisville, Kentucky 40269, as an amendment to the Monticello Place Declaration of Covenants, Conditions, and Restrictions, (“CCR”), dated the 14th day of April 1992 and filed of record in **Deed Book 6169, Page 100** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that First Amendment to Monticello Place Declaration of Covenants, Conditions, and Restrictions dated the 12th day of October 2020 and filed of record in **Deed Book 7528, Page 503**, in the Clerk’s office aforesaid;

WITNESSETH

WHEREAS, Monticello Place believes the CCR needs to be amended and this Amendment is necessary and desirable to change certain aspects of the CCR;

WHEREAS, Monticello Place, having complied with Article V, Sec. 3 of the CCR; having obtained approval of at least 85 percent of the Lot owners in Section 4; and having complied with all other provisions of CCR:


NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Monticello Place hereby declares that the CCR is hereby amended as follows and that all such property shall be owned, held, used, conveyed, and occupied subject to the restrictions and conditions set forth in this Second Amendment as if these restrictions and conditions were included in and made a part of the CCR:

Article V, Section 1(a) is amended and now states as follows:

“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 thereon 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 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 Board of Directors if it conforms and is harmonious with the surrounding buildings and homes and meets architectural requirements of Monticello Place.”

IN WITNESS WHEREOF, the Monticello Place Community Association, Inc. has caused this Second Amendment to the Monticello Place Declaration of Covenants, Conditions, and Restrictions to be executed 9th day of August 2022.

MONTICELLO PLACE COMMUNITY
ASSOCIATION, INC.


By: _____

President of the Monticello Place Community
Association, Inc.

Date:

and

MONTICELLO PLACE COMMUNITY
ASSOCIATION, INC.

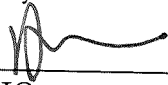

By: _____

Vice-President
~~Secretary~~ of the Monticello Place Community
Association, Inc.

Date:

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

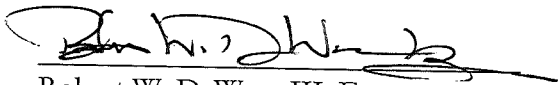
I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 9th day of August 2022, the foregoing instrument was subscribed and sworn to by OE Skitz, President of the Monticello Place Community Association, Inc. and Catherine Littrell, ~~Secretary~~ See President of the Monticello Place Community Association, Inc., for and on behalf of the Monticello Place Community Association, Inc.



NOTARY PUBLIC

My Commission Expires: 9-7-2024

This document prepared by:



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