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INST # 2022210390

BATCH # 413482

JEFFERSON CO, KY FEE \$46.00

PRESENTED ON: 09-12-2022 2 02:25:24 PM

LODGED BY: MCCLAIN DEWEES PLLC

RECORDED: 09-12-2022 02:25:24 PM

BOBBIE HOLSCLAW

CLERK

BY: ROXANN MCGAUGHEY

RECORDING CLERK

BK: D 12452

PG: 793-796

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

This Second Amendment to the Monticello Place Declaration of Covenants, Conditions, and Restrictions (“Second Amendment”), dated this 9th day of September 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, Section Five, Declaration of Covenants, Conditions, and Restrictions, (“CCR”), dated the 24th day of September 1993 and filed of record in **Deed Book 6361, Page 495** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that First Amendment to Monticello Place, Section Five, Declaration of Covenants, Conditions, and Restrictions dated the 23rd day of December 2011 and filed of record in **Deed Book 9818, Page 839**, 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 5; 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

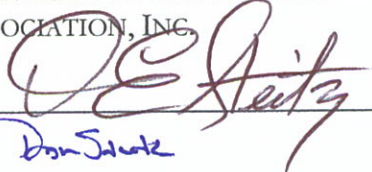
restrictions and conditions set forth in this Second Amendment as if these restrictions and conditions were included in and made a part of the CCR:

Article II, 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 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 purposes of this provision, “Third Party” shall be defined as a person who is not a Lot owner”

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 _____ day of _____ 2022.

MONTICELLO PLACE COMMUNITY ASSOCIATION, INC.


By: Don Skute

President of the Monticello Place Community Association, Inc.

Date: 9/8/2022

and

MONTICELLO PLACE COMMUNITY ASSOCIATION, INC.


By: Catherine Pittrell

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

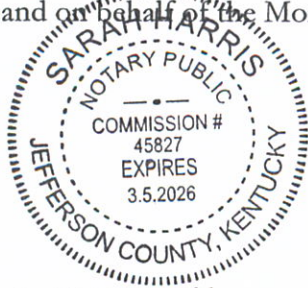
Date: 9/8/2022

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 September 2022, the foregoing instrument was subscribed and sworn to by Don Sucke, President of the Monticello Place Community Association, Inc. and Carla Howell, Secretary of the Monticello Place Community Association, Inc., for and on behalf of the Monticello Place Community Association, Inc.



S. Harris
NOTARY PUBLIC

My Commission Expires: 3.5.2026

This document prepared by:

Robert W. DeWees III

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