

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR FOLLOWING SECTIONS OF
KENTUCKY ACRES SUBDIVISION
SECTIONS I, II, III, IV, IV-2, IV-3,

WITNESSETH: WHEREAS, the subdivision known as Kentucky Acres, situated in Crestwood, Oldham County, Kentucky, was developed in different sections and stages commencing with Kentucky Acres Section I (One) to and including the last section to be developed, Kentucky Acres Section IV-3, and

WHEREAS, all six sections of Kentucky Acres share a mutual concern and interest in the common areas, including the marquee entrance to the subdivision, same being subject to the oversight and responsibility of the homeowners' association(s), and

WHEREAS, starting with the restrictions recorded for Kentucky Acres Section III and the restrictions recorded thereafter, it was recognized in the recorded restrictions that the homeowners might find it prudent to join together as one association, and

WHEREAS, the undersigned recognize that all roadways in the subdivision are now the responsibility of Oldham County Fiscal Court and are no longer the responsibility of the various homeowners associations, but that the associations still have obligations to maintain subdivision open areas and other amenities, and

WHEREAS, the undersigned further recognize that all sections of the subdivision could be better served by a unified board of directors which could make appropriate decisions for the good of the subdivision community as a whole, and

WHEREAS, all sections of Kentucky Acres Subdivision have somewhat similar restrictions, and it is the intent of this amended restriction herein, to only amend those portions of the restrictions as are inconsistent with the provision herein, leaving all other restrictions not in conflict with these amendments intact, and

WHEREAS, all the restrictions allow for the amendment to the restrictions of each section upon approval of the owners representing 51% of the lots in each section of the subdivision, and

WHEREAS, Section I consists of 127 lots and the undersigned represents 44.6 % of the owners of lots in Section I; Section II consists of 52 lots and the undersigned represents 53.8 % of the owners of lots in Section II; Section III consists of 71 lots and the undersigned represents 54.9 % of the owners of lots in Section III; Section IV consists of 69 lots and the undersigned represents 52.1 % of the owners of lots in Section IV; Section IV-2 consists of 30 lots and the undersigned represents 56.6 % of the owners of lots in Section IV-2; and Section IV-3 consists of 48 lots and the undersigned represents 75 % of the owners of lots in Section IV-3, and

WHEREAS, if less than 51% of the owners of lots are obtained from any particular section of Kentucky Acres Subdivision, then this Amendment shall not apply to that/those section(s), and will not be included in the heading above, but in such event the owners are still subject to the fees already specified in the recorded restrictions for that/those section(s) which may very well be more than the fees established by the unified board, and

WHEREAS, this amendment will not alter or affect any of the other provisions of the restrictive covenants (as may have been amended) for said sections of Kentucky Acres, and

WHEREAS, the undersigned desire to amend the restrictions of all sections of Kentucky Acres (assuming the requisite votes are obtained) for the purpose of allowing one unified homeowners' association to be known as Friends of Kentucky Acres, Inc., it being contemplated that to save the time and expense of organization, that the existing Kentucky Acres, Section 1, Homeowners Association, Inc., will change its name to reflect its representation of all participating sections of Kentucky Acres and to expand its board of directors to a minimum of five directors instead of three, and

WHEREAS, these recitals shall be considered an integral part of this declaration,

NOW THEREFORE, in consideration of the benefits to be derived by the undersigned, including the orderly scheme, development and maintenance of the subdivision, and in order to protect property values, the undersigned do hereby enact the following amendment to the declaration of restrictions for those sections of Kentucky Acres hereinabove recited. This new restrictive covenant will, upon requisite approval, amend all inconsistent provisions of the recorded restrictions and amendments, including, but not limited to, the inconsistent provisions found in Paragraph 16 of the restrictions for Section I, Paragraph 15 of the restrictions for Section II, Paragraphs 16 and 17 of the restrictions for Section III, Paragraphs 17 and 18 of the restrictions for Section IV, and Paragraphs 18 and 19 of the restrictions for Section IV-2 and Section IV-3. It is also intended that this amendment shall further amend any other paragraphs of the recorded restrictions not in harmony herewith. This new restriction, which shall remain unnumbered, shall read as follows:

All homeowners' associations of Kentucky Acres Sections I, II, III, IV, IV-2, and IV-3 which have approved this amendment by 51% or more of the owners of lots in each section and Developer approval (if necessary) are hereby merged with Kentucky Acres, Section 1, Homeowners Association, Inc., which shall, upon recording of this amendment, change its name to Friends of Kentucky Acres, Inc., to better reflect this merger and unified association. Every owner of a lot in the sections approving same shall be a member of the association and any new purchaser of lot(s)/home(s) shall automatically, by acceptance of the deed, agree to accept membership in, and does thereby become a member of the association. Notwithstanding any provision to the contrary that may be contained in any of the various restrictions recorded for Kentucky Acres, the association shall provide for the continued maintenance and upkeep of the common areas in the subdivision as well as any and all other

responsibilities of a homeowners' association, as may be provided for in the recorded restrictions for each section of Kentucky Acres. Owners/members shall abide by the association's bylaws, rules and regulations and unless exempt by the current provisions of the restrictions, shall pay fees/assessments when due. It is further understood and agreed that all lot owners in the subdivision, except for the developer, shall be assessed by the association beginning January 1, 2016, in an appropriate amount determined by the Board, not to exceed \$100 per lot. Any increase in the assessment not exceeding \$25 may be made by a majority of the board of directors, however, any increase above and beyond said amount can only be made by a vote of 51% of all collective owners in all sections of the subdivision (and if necessary, by the Developer) to which this amendment applies by amendment to these restrictions. Additionally, any further amendments of these restrictions may be made by the vote of 51% of the collective owners of lots in all sections of the subdivision to which this amendment applies, provided that the approval of the developer shall also be necessary as may have been heretofore provided in any of the recorded restrictive covenants.

This amendment to the restrictions of Kentucky Acres upon proper signatures being subscribed herein, has also been approved by the developer of the subdivision as well as the board of directors of Kentucky Acres Section 1 Homeowners Association, Inc. as evidenced by the signatures below of the duly appointed representative.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereby on the dates as hereinafter indicated.

KENTUCKY ACRES FARM PARTNERSHIP,
Developer

By: Lee S. Clore
Lee S. Clore, Trustee/Partner

KENTUCKY ACRES, SECTION 1,
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF OLDHAM)

The foregoing was acknowledged before me this 28 day of July, 2016,
by Lee S. Clore as Trustee/Partner of Kentucky Acres Farm Partnership, on behalf of said
partnership.

My commission expires: 11-18-2019

Candice L. Sloan
NOTARY PUBLIC
STATE OF KENTUCKY AT LARGE

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF OLDHAM)

The foregoing was acknowledged before me this 31 day of July, 2016,
by Regina Phillips as President of Kentucky
Acres, Section 1, Homeowners Association, Inc., for and on behalf of said corporation.

My commission expires: 4/4/20

Curt R... #559224
NOTARY PUBLIC
STATE OF KENTUCKY AT LARGE