

AMENDED DECLARATION OF RESTRICTIONS
OF MAJESTIC WOODS SUBDIVISION

WITNESSETH: WHEREAS, there is recorded in Restrictions Book 8, Page 424, of the Oldham County Kentucky Court Clerk's Office, "Restrictions of Majestic Woods Subdivision, LaGrange, Kentucky" (the subdivision hereinafter referred to as "Majestic Woods"), and

WHEREAS, an attempt to amend said Restrictions was made by the Developer, Pillar Development, LLC, by filing a "First Amendment" in Deed Book 931, Page 523, of the aforesaid clerk's office, however, such attempt to amend is of no force and effect as Pillar Development, LLC, at the time of said amendment, had previously conveyed all its unsold properties/lots to third parties, and therefore had no authority to amend the restrictions unilaterally and failed to follow the proper procedure to amend, as provided by Item 34 of the original restrictions, and

WHEREAS, another attempt to amend was recorded in Restrictions Book 10, Page 375, but also failed to amend the restrictions in compliance with said Item 34, and

WHEREAS, the homeowners' association originally established by the Developer was unresponsive to the needs of the subdivision community and is no longer functioning, having been administratively dissolved by the Kentucky Secretary of State, and the residents and lot owners of Majestic Woods have established a new association named Majestic Woods Homeowners' Association to replace the now defunct association, with the new association by this instrument and by its own bylaws, to take over the functions and responsibilities of the homeowners' association as contemplated by the original restrictions, and

WHEREAS, the original restrictions for Majestic Woods recorded in Restrictions Book 8, Page 424, at Item 34 states that any of the restrictions imposed may be altered or abolished by an agreement between the owners of sixty-seven (67%) of the lots in the subdivision, whether owned by the developers or others, acknowledged and recorded as amended restrictions and thereafter shall be binding upon all owners of the lots in the subdivision, and

WHEREAS, the undersigned represent the ownership of more than sixty-seven percent (67%) of lots in the subdivision and therefore have all necessary right and authority to amend those restrictions, said undersigned owners owning _____ lots out of a total of eighty (80) lots in the subdivision, and representing _____% of the lots owned,

NOW THEREFORE WITNESSETH: The undersigned, being the owners of more than sixty-seven percent (67%) of the lots in the subdivision of Majestic Woods, the plat of said subdivision being recorded in Plat Book 6, Page 53 and Plat Book 6, Page 59, of the Oldham County Court Clerks' Office, do hereby adopt the following amendments to the restrictions as recorded in Restriction Book 8, Page 424, with said restrictions and covenants to apply to the developer and the owners of all lots in Majestic Woods, to wit:

1. Item 8 of said subdivision restrictions is hereby amended in its entirety to read as follows:

“8. All residences shall have a minimum of a two car attached or basement garage for storage of cars, boats, campers, lawn tractors and other vehicles.”
2. Item 14 of said subdivision restrictions is hereby amended in its entirety to read as follows:

“All fences must be of plank, picket or rail and must be of natural color unless otherwise approved as provided herein. No wire or chain link fences shall be used. No fence shall exceed the height of 72 inches and shall be of open construction. No front yard fences shall be permitted. There shall be no dog pens or dog runs. Prior to the construction of any fence, the plans for same shall be submitted to the Board of Directors or its designated committee for approval.”
3. Item 17 of said subdivision restrictions is hereby amended in its entirety to read as follows:

“No signs or commercial advertising shall be permitted on any lots other than for the sale of the residence or the lot itself, except model home signs advertising the builder. Any such permitted signs shall be no larger than 2' x 2'.”
4. Item 19 of said subdivision restrictions is hereby amended in its entirety to read as follows:

“19. Parking on the streets is controlled by state and/or local law and these restrictions are not intended to offer any relief from compliance with such laws or ordinances. Notwithstanding said laws, ordinances and any failure of the governmental agencies to enforce same, these restrictions will also prohibit parking on the streets except during those times when a homeowner is having company, in which case cars may be parked on only one side of the street and will be moved as soon as possible after midnight or upon the termination of the gathering, whichever first occurs. This ban on parking shall include any and all vehicles, boats, wagons, and other similar items”
5. Item 20 of said subdivision restrictions is hereby amended in its entirety to read as follows:

“All vehicles/vessels such as a boat, RV, camper, trailer, lawn tractor, motorcycles and scooters shall be kept inside of the attached or basement garage and shall be no longer than 25' in length. No vehicle shall be stored in any outbuilding or on the driveway or shall be parked on the street or right of way.”

6. Item 21 of said subdivision restrictions is hereby deleted in its entirety.
7. Item 27 of said subdivision restrictions is hereby amended in its entirety to read as follows:

"All improved lots shall be properly cut and maintained so as not to diminish the value of other properties in the subdivision. This responsibility shall include, but not be limited to, keeping the lot free of debris, junk and rubbish. The Board of Directors of the homeowner's association or its designated committee shall have the authority to determine any violations of this restriction, It shall also have the authority to have the lots properly mowed or maintained by an independent contractor with costs to be the responsibility of the lot owner. The Board of Directors shall assess penalties for violations with a minimum penalty of \$25.00 per occurrence and a maximum of \$100.00 per occurrence with a maximum of \$500.00 per annual total. All unimproved lots must be mowed at least twice per year. If an owner fails to mow his lot, the Board of Directors or its designated committee reserve the right to mow same or have same mowed by a third party and charge the owner a minimum of \$50.00 per lot per mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is paid; however, this lien shall be second and inferior to any subsequent mortgage or vendor's lien against any lot, and is hereby subordinated to same. This shall be in addition to, and is not a substitution for the right to the City of LaGrange to enforce its ordinances or other laws."

8. Item 28 of said subdivision restrictions is hereby amended in its entirety to read as follows:

"28. The County of Oldham has assumed responsibility for maintenance of all roads in the subdivision, but is not responsible for many of the other matters which are vital to and necessary for the welfare of the subdivision, including matters of proper maintenance, upkeep, beautification and safety which fall under the purview of the subdivision homeowners' association. In recognition of the fact that responsibility for the streets has been assumed by the county, and also recognizing the fact that the now defunct "Residents' Association" established by Developer had no funds to transfer to the new homeowners' association referenced in these Amended Restrictions, annual dues for the lot owners shall be set at the rate of \$250.00 per lot for 2011. Thereafter, any change in the amount of said fee shall be determined by a majority of the full board of directors but by no fewer than three (3) directors. Any increase in fees in excess of \$250.00 made by the board of directors shall be subject to a recall by

the owners of a majority of lots in the subdivision either by a specially called meeting for same or by execution of a document in similar fashion to these Amended Restrictions, and if such majority establishes a rate in lieu thereof. These dues may be used to promote the general welfare and serve the common good of the Majestic Woods subdivision community as it relates to the subdivision, including, but not limited to, those matters as stated in Item 30 of the Restrictions as amended herein.

The proceeds from said annual assessment shall be expended as stated herein at the discretion of the board of directors. The foregoing assessment shall constitute a lien on each lot until paid, however, this lien shall be second and inferior to any valid first mortgage or vendor's lien against any lot, and same is hereby subordinated to such valid first mortgage.

9. Item 29 of said subdivision restrictions is hereby amended in its entirety to read as follows:

"29. The annual maintenance fee shall be due and payable by March 1st of each year unless a payment plan is otherwise approved by the board of directors on a case-by-case basis. A late charge of \$25.00 shall be added to all fees or installments that are not paid within five (5) days of their due date and interest at the rate of one percent (1%) per month or portion thereof shall be charged on all delinquent fees and on all collection costs including attorney fees. All costs of collection, including attorney fees and recording fees shall be recoverable by the association against any delinquent lot owners. Any owners acting as landlords with tenants on the property shall be subject to an offset against rent if the fees are paid by the tenant and the association may collect as against the owner or tenant, and landlord/owner shall forfeit the rights to seek redress against tenant for any such offset to the rental payment."

10. Item 30 of said subdivision Restrictions is hereby amended in its entirety to read as follows:

"30. Upon the recording of these amended restrictions, it is acknowledged that the homeowners have formed a homeowners' association separate and apart from the association formerly controlled by developer which was known as Majestic Woods Residents Association, Inc., which has been administratively dissolved. The association formed by the residents, Majestic Woods Homeowners' Association, shall conduct all business of the

homeowners' association and shall have all right and authority for approvals previously assigned to Developer per the original restrictions, all without the necessity of formal assignment from said developer. The former Majestic Woods Residents Association, Inc. shall have no authority to collect fees or disburse funds for Majestic Woods subdivision, as said obligation will be the responsibility of Majestic Woods Homeowners' Association or the incorporated version thereof.

As stated, the Majestic Woods Homeowners' Association formed by the lot owners shall be the only recognized homeowners' association with authority to conduct homeowners' association business in the Majestic Woods Subdivision. Every owner of a lot in Majestic Woods Subdivision shall be a member of the association. All owners of lots, automatically by acceptance of a deed for any lot, agree to such membership in, and does thereby become a member of the association. Such members may formally organize into a corporation and shall then, in addition to these restrictions, abide by the bylaws of such corporation and the rules and regulations as are established and shall pay any fees or assessments properly levied. Members of said association shall have one (1) vote for each lot owned provided that such owners are not delinquent in any fees and/or assessments (i.e., if two lots are owned but the fees/dues have only been paid for one lot, they will only have one vote). The homeowners' association shall be the sole arbiter of such delinquencies and shall keep a membership roster of those entitled to vote.

The objectives and purposes of the association shall be to promote the general welfare and serve the common good of the Majestic Woods subdivision community. Its authority shall further extend to the maintenance of lights, watering system(s), marquee entrance(s), sidewalks, storm drains, mowing of grass, performance of snow removal and any similar or other type of activities that furthers the purposes of promoting the general welfare and serving the common good of the Majestic Woods subdivision community."

11. Item 34 of said subdivision Restrictions is hereby amended in its entirety to read as follows:

"34. Any of the restrictions imposed herein may be altered or abolished by an agreement between the owners of fifty-one percent (51%) of the lots in the subdivision, whether owned by the developers or others, acknowledged and recorded as Amended Restrictions.

Such alteration or abolition shall be binding on all owners of the lots in the subdivision.”

12. The following new restrictions shall be added to the Declaration of Restrictions, to-wit:

“40. For the safety of all residents, all pet dogs shall be walked on leashes and no dogs shall be allowed to run loose in the neighborhood.”

“41. There shall be no disabled vehicles (all vehicles must be in driveable condition) parked or stored outdoors on any of the properties for longer than one (1) week, without the express written consent of the board of directors, which permission shall not be for more than ten (10) additional business days.”

“42. All provisions herein referencing Developer approvals are modified to constitute a transfer of such approval rights to the board of directors of the Majestic Woods Homeowners’ Association or any committee designated by said board for such purposes. The board or its designated committee, in its sole discretion, may approve or disapprove any submittal. All such requests for approvals must be submitted in writing and the board of directors shall have the right to establish procedural rules for such submittals.”

“43. All mailboxes and support posts shall be black in color and the design of same is subject to the approval of the homeowners’ association board of directors. There shall be no changes made to approved mail boxes without first submitting same for review and approval of the board or its designated committee, which approval may be made in its absolute and sole discretion.”

“44. The board of directors of Majestic Woods Homeowner’s Association shall have the authority to invoke fines for violations at a minimum of \$25.00 per offense and shall further have the authority to establish enforcement and review procedures. Any fines established and assessed shall constitute a lien on the property and shall run with the land the same as the dues assessments established herein. All such liens shall be subordinate to a first mortgage on the property. In addition to any such fines, the Board of Directors shall be entitled to collect all costs to enforce same including attorney fees.”

“45. All lots in Majestic Woods subdivision shall be used for residential purposes only. No adult or child daycare centers shall be allowed.”

"46. No firewood shall be stored in a driveway or the front or side yards of any lots."

"47. No semi-tractor trailer trucks whether cab, trailer or both, shall be parked in the subdivision unless same is used for construction by Jagoe Homes during the period of time of construction."

"48. Alteration of any open space, including the trimming or cutting of trees, shall not be permitted, unless first approved by the Board of Directors or its designated committee."

"49. The Board of Directors shall endeavor to establish guidelines for an approval process for swimming pools. Such guidelines shall allow consistency in the type and style of pools to be approved. Lot owners shall apply for approval in accordance with any rules established."

To the extent that any other restrictions or properly amended restrictions conflict with these amendments, they shall be considered deleted or amended to the extent necessary to bring same into compliance with the amendments herein.

All other provisions of the restrictions as set forth in Restrictions Book 8, Page 424, and not amended herein, shall not be altered hereby and the undersigned hereby acknowledge and approve such restrictions as originally recorded."

IN TESTIMONY WHEREOF, witness the signature of the lot owners as hereinafter specified.

JAGOE HOMES, INC.
A Kentucky Corporation

By: _____

Name: _____

Title: _____

Owner of Lots _____

Majestic Woods Subdivision