



Bobbie Holsclaw
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INST # 2017160902

BATCH # 85609

JEFFERSON CO, KY FEE \$16.00

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LODGED BY: BUTLER LEGAL SERVICES PLLC

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BOBBIE HOLSCRAW

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BY: TAMMI WOODS

RECORDING MANAGER

BK: D 10936

PG: 556-560

**REVISED SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
WOODRIDGE CROSSINGS
JEFFERSON COUNTY, KENTUCKY**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS (“Amendment”) effective as of December 4, 2003, as previously amended by the developer, **DOMINION HOMES OF KENTUCKY, LTD.**, a Kentucky Limited Partnership with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 (“Dominion”);

RECITALS:

A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the “Declaration”) pertaining to *Woodridge Crossings* dated as of December 4, 2003, of record in Deed Book 8315, Page 506, in the Jefferson County Clerk’s Office, as amended by Amendment effective April 28, 2004, of record in Deed Book 8399, Page 247; as amended by Second Amendment effective May 18, 2004, of record in Deed Book 8412, Page 1; as amended by Third Amendment effective February 19, 2008, of record in deed Book 9181, Page 283; as amended by Third (sic) (eg Fourth) Amendment effective August 16, 2010, of record in Deed Book 9603, Page 58; as amended by Fifth Amendment effective October 12, 2010, of record in Deed Book 9630, Page 72; and

B. That effective April 23, 2014, the property has been turned over by the developer to the Woodridge Crossings Homeowners Association (“Association” pursuant to the plan set forth in said declaration; and

C. That the Association and its members/owners now desire to amend the Declarations, and to change the provisions in the Declaration regarding future amendments to the Declarations and to modify and alter the fencing presently permitted under the declarations, rules and regulations of Woodridge Crossings;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements of the parties, the parties hereby agree as follows:

1. MISCELLANEOUS; 12.3 Amendments to Declarations:

Paragraph 12.3 – The existing Declarations require that after the Turnover Date:

- (1) Approval of owners holding not less than 2/3 of the voting power of all owners in the Association, must be granted in order to amend or modify the existing Declaration of Covenants, however, *ALL owners must consent to change:*
- (a) Voting power of any owners;
 - (b) The method of allocations of Common Expenses among owners;
and
 - (c) The fundamental purpose for which the Association is organized.

Effective as of the date of the filing of this Sixth Amendment Section 12.3 of the Declarations shall be amended to provide that the owners of not less than 51% of the voting powers of all owners in the Association necessary to form a quorum, pursuant to the By-Laws of the Association, shall be required in the future to amend, modify or alter any of the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, in lieu of the ".....not less than two-thirds (2/3) of the voting power presently required. Provided, however, *ALL owners must still consent to modify;*

- (a) Voting power of any owners;
- (b) The method of allocations of Common Expenses among owners;
and
- (c) The fundamental purpose for which the Association is organized.

2. FENCING. Section 10.19 of the Fifth Amendment Declaration is hereby amended and restated in its entirety, as follows:

No fence or wall shall be constructed or placed on any of the Lots except for (i) enclosure of an in-ground pool to meet safety requirements, (ii) white vinyl picket-style fencing, to be no higher than 48", and (iii) picket-style or board-on-board ("shadow box") type wooden fencing constructed of pressure-treated and/or cedar material which must be treated with clear-coat sealants or stained with semi-transparent, natural wood colored stain, to be no higher than 48 inches. No fencing shall be installed or erected until plans therefore have been approved in writing by the Developer or the Design Review Committee and shall be permitted only in the back yard of a Lot (i.e., such fence shall be constructed no closer to the street than the real building line of the home located on the Lot, and in the case of a corner Lot, cannot encroach upon or extend beyond the building line). Any enclosure of an in-ground pool under item (i) above shall be located immediately surrounding the pool and any pool patio area and shall not be located within ten (10) feet of any Lot line. Ornamental fences integrated with a landscape design are permitted with approval of the Developer or the Design Review Committee.

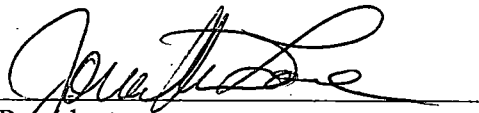
In addition to the above described fencing, the owners shall also be permitted to construct a four (4) foot high "wrought-iron" style fence

which fence can be made of any acceptable material, including, but not limited to, metal, steel, or aluminum, but at no event shall the fence be a chain-link, or similar style. Any proposed fence shall also be approved in writing by the Association or Design Review Committee which fence shall be permitted only in the back yard of a Lot (i.e., such fence shall be constructed no closer to the street than the rear building line of the home located on the Lot, and in the case of a corner Lot, cannot encroach upon or extend beyond the building line). All other fences must consist of the material and fabric described in the First Amendment and above, and must be approved by the associated or Design Review Committee.

All current fences that are currently unfinished shall be completed and finished on or before October 31, 2017. Any fence not so completed may be removed by the Association or completed by the Association at the Association's sole authority and discretion. Any charges reasonably incurred by the Association for removal and/or completion of a fence described herein shall be levied against said Lot and/or Lot owner by Association as permitted under Section 8.3 of the Declarations. Failure to pay once levied shall permit the Association to assert not only a lien against said Lot, but also to seek a personal judgment against the Lot owner if the charges incurred are not paid in full within 60 days of completion of said action. Said assessments shall bear 12% interest from date of completion and the Association shall also have the right to collect its reasonable attorney fees and costs.

3. RATIFICATION. Except as specifically modified by this Sixth Amendment, all prior Declaration(s) and Amendments shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness the signature of the persons below, as President and Secretary of Woodridge Crossings Homeowners Association.



President

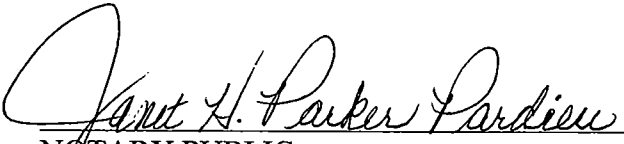


Secretary

By signing above, we hereby certify that the amendments to the Declaration of Covenants, Conditions and Restrictions of Woodridge Crossings contained herein were duly adopted in accordance with the requirements of Paragraph 12.3 of the Declaration of Covenants, Conditions and Restrictions of Woodridge Crossings.

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

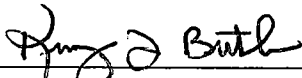
The foregoing instrument was acknowledged, subscribed and sworn to, before me, this 15 day of July, 2017, by **WOODRIDGE CROSSINGS HOMEOWNERS ASSOCIATION**, by JONATHAN LOVE, its President, and by Natasha Fillney, its Secretary.



NOTARY PUBLIC
KENTUCKY - STATE AT LARGE

My commission expires: 10-18-2020

THIS INSTRUMENT PREPARED BY:



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