

**AMENDMENT NO. 1 TO THE RESTATED AND AMENDED RESTRICTIONS OF
MEADOWBROOK ESTATES
LAGRANGE, KENTUCKY**

THIS AMENDMENTS NO. 1 TO THE RESTATED AND AMENDED RESTRICTIONS OF MEADOWBROOK ESTATES, LAGRANGE, KENTUCKY is made and entered into this _____ day of _____, 2009, by the Meadowbrook Estates Homeowners Association, Inc. (“Association”).

WITNESSETH

WHEREAS, on in April, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, filed in the Oldham County Court Clerk's Office, a subdivision known as “Meadowbrook Estates”, recorded in Plat Book 5, page 2;

WHEREAS, on May 11, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, in order to protect and conserve the value and use of the improvements built, and to be built, in Meadowbrook Estates, filed in the Oldham County Court Clerk's Office, that certain “Restrictions of Meadowbrook Estates, LaGrange, Kentucky” in Plat Book 5 at Page 2, R4-393 (“Restrictions”);

WHEREAS, the Meadowbrook Estates Homeowners Association, an unincorporated association of persons owning lots in Meadowbrook Estates, pursuant to the authority set forth in the Restrictions, duly incorporated as a Kentucky nonprofit corporation under the name “Meadowbrook Estates Homeowners Association, Inc.”, effective on or about July 14, 2005;

WHEREAS, on August 11, 2006, Meadowbrook Estates Homeowners Association, Inc. filed in the Oldham County Court Clerk's Office, that certain “Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky in Plat Book _ at Page , R_____ (“Amended and Restated Restrictions”);

WHEREAS, Meadowbrook Estates Homeowners Association, Inc., as authorized and empowered by the Amended and Restated Restrictions, desires to amend the Amended and Restated Restrictions as hereinafter set forth;

WHEREAS, as required by the Restated and Amended Restrictions, the vote of Owners representing at least fifty-one percent (51%) of the Owners entitled to vote on amending the Amended and Restated Restrictions have voted to approve the restatement and amendments hereinafter set forth; and

WHEREAS, as provided by the Amended and Restated Restrictions, the business of the Association shall be conducted by its Board of Directors and in accordance therewith, the duly elected Board of Directors of the Association has executed this Amendment No. 1 to Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, and delivered the same to the Oldham County Court Clerk’s Office for recording.

NOW THEREFORE, the Restated and Amended Restrictions are amended as follows:

I. Article III, Section 5 shall be deleted and the following inserted in lieu thereof:

Each Lot shall have only one driveway. The driveway shall provide access to the Lot from one adjoining street; provided, however, a circular driveway that has two access points to the Residence from the same street shall be permitted. All driveways are to be either asphalt or concrete. This requirement must be completed within one (1) year after the Residence is occupied.

II. Article III, Section 10 shall be deleted and the following inserted in lieu thereof:

In order to maintain the rural residential character of Meadowbrook Estates, all fencing shall meet the following conditions:

(a) All fencing, including the style, materials, height and location, must be approved in writing by the Board in advance of construction and installation. The Owner shall provide the Board with plans (including illustrations, if reasonably available) of the proposed fencing.

(b) All fencing must be (i) board fencing made of vinyl, aluminum, or wood (thin gauge, woven wire (minimum 2" x 3" mesh) may be attached to restrain children and pets); or (ii) picket fencing made of vinyl, aluminum, rod iron, or wood; or (iii) decorative fencing made of vinyl, aluminum, rod iron, or wood. More specifically, woven wire on t-post or wooden post, barbed wire, hurricane, chain link, or fencing of a similar or like character is expressly prohibited

(c) All fencing shall be open construction; more particularly, solid wood board fencing (including alternating front and rear vertical board fencing that allows air flow but restricts vision), stockade fencing, or fencing of a similar construction is prohibited.

(d) Fencing may not be higher than 52 inches from the ground to its highest point.

(e) No fence may extend toward the front or street side property line beyond the front or side wall of the Residence.

(f) Any fencing or portion thereof that faces a public street shall be constructed so that all structural member and support posts will be on the side of the fence away from the street.

(g) Fencing may be painted or stained black, white or dark green; fencing also may be stained a natural wood color.

(h) Fencing shall be installed in a good and workman like manner and shall be regularly repaired and maintained consistent with the overall quality and character of Meadowbrook Estates.

(i) Privacy walls or screens for patios shall not be considered fences for purposes of this Section 10 and may be permitted as long as they do not extend beyond the side walls of the Residence and are approved by the Board.

(j) Notwithstanding anything contained in this Section 10 to the contrary, however, any fencing in use by any Owner of any Lot which is in violation of this Amendment No. 1 as of the date hereof ("Grandfathered Fencing"), shall be permitted to continue in use by said Owner; provided, however, no such Grandfathered Fencing shall be expanded or increased, or replaced (except as may be necessary to reasonably maintain and repair the same), with fencing of a like or similar nature in the future.

III. Article IV, Section 20 shall be deleted in its entirety and the following inserted in lieu thereof:

The style, type, size, construction, material and location of all outbuildings, including, children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn and other household maintenance equipment shall be approved by the Board in advance of the construction and/or installation thereof, and shall otherwise comply with the following conditions:

(a) All such outbuilding shall conform to all the terms and provisions contained in the Amended and Restated Restrictions and to all regulations of the Oldham County Planning and Zoning Commission, the Department of Health and all other laws and regulations affecting the use of such improvements.

(b) No such outbuildings shall be larger than 144 square feet.

(c) If constructed of concrete block, the outbuilding must be veneered with brick, stone, wood, vinyl or a combination thereof.

(d) All outbuildings shall be constructed or installed in a good and workman like manner

(e) Each Owner shall maintain and care for the outbuilding in good condition and repair and in conformity with the general character and quality of properties in Meadowbrook Estates, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting or staining of all exterior surface, and (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors and other exterior portions of the outbuildings to maintain an attractive appearance.

IV. Article VI, Sections 2, 3 and 4 of the Restated and Amended Restrictions are deleted in their entirety and the following inserted in lieu thereof:

2. The Assessments levied by the Association shall be used exclusively for the purpose of maintaining, repairing and/or replacing the Common Elements, promoting the safety and welfare of the Owners, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and

accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or Meadowbrook Estates; reasonable reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

3. The regular Annual Assessment shall be Two Hundred Dollars (\$200.00). The regular annual Assessment shall be collectible in a calendar year at one hundred percent (100%) for Owners receiving title prior to July 1st, and fifty percent (50%) for Owners receiving title after July 1st, of any calendar year.

4. In addition to the regular annual Assessment authorized under Section 3 above, if the Board of Directors reasonably determines that such increase is necessary in order to satisfy the responsibilities and obligations of the Association under Section 2 above the Board of Directors may levy a Special Assessment applicable to that calendar year only; provided, however, that any Special Assessment shall have the prior written approval of at least Fifty-One Percent (51%) of the outstanding votes held by Owners entitled to vote. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

IN WITNESS WHEREOF, Meadowbrook Estates Homeowners Association, Inc. has caused this instrument to be executed by its Board of Directors, this ___ day of _____, 2009.

MEADOWBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Robert Woodcock
Its: Director

By: _____
Name: Steve Dabbs
Its: Director

By: _____
Name: Robert Weidner
Its: Director

By: _____
Name: David Joseph
Its: Director

By: _____
Name: Patricia Rose
Its: Director

STATE

OF

KENTUCKY

COUNTY OF OLDHAM

I, the undersigned Notary Public, do hereby certify that the foregoing Amendment No. 1 to the Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, were this ____ day of _____, 2009, signed and acknowledged before me by Robert Woodcock, Steve Dabbs, Robert Weidner and David Joseph, individually, and in behalf of the Board of Directors of the Meadowbrook Estates Homeowners Association, Inc., a Kentucky nonprofit corporation.

My notarial commission expires: _____

Notary Public, State of Kentucky at Large

Prepared at:
2203 Meadowbrook Drive
LaGrange, Kentucky
40031

By: Robert C. Woodcock, Esq.

Approved for Recording
By Administrator, _____, 2009.

Oldham County Clerk

***Highlights
of
Amendment No. 1 to Amended and Restated Restrictions***

I. Driveways

The Restrictions do not limit the number of driveways a Lot may have. Most Lots in the neighborhood have only one driveway providing access to the Residence from the street. The Board believes that it is in the best interest of the Development to limit each Lot to one driveway. This amendment simply insures that a Lot may not have more than one driveway; of course, all Lots that currently have more than one driveway will be “grandfathered”.

II. Fencing

Currently the Restrictions are somewhat vague and ambiguous about what kind of fencing may be constructed in the neighborhood. In order to maintain and protect the rural residential character of the neighborhood, the Board believes that it is important to amend the Restrictions to provide more detail and direction about fencing.

III. Outbuildings

Currently the Restrictions are somewhat vague and ambiguous about what kind of outbuildings may be constructed in the neighborhood. The Board believes that it is important to amend the Restrictions to provide more detail and direction about outbuildings.

IV. Assessments

This amendment further restricts the Board’s right to increase the Annual Assessment.

Currently, if the Board believes that it is necessary to satisfy the responsibilities and obligations of the Association, the Restrictions permit the Board to increase the Annual Assessment up to 10% of the previous year’s Annual Assessment without the consent of the Lot Owners. Theoretically, this would allow the Board to increase the Annual Assessment by 10%, year-after-year without limitation. For example, the Board could increase the assessment for 2009 by to \$20 (i.e. 10% of \$200); then, it could again increase the 2010 assessment by \$22 (i.e. 10% of \$220); then it could again increase the 2011 assessment by \$24.20 (i.e. 10% of \$242), etc. etc. Several Lot Owners understandable expressed displeasure and concern about this perpetual right to increase the Annual Assessment.

This amendment makes it clear that (i) the Board may not operate in a deficit position and (ii) the Board may not increase the Annual Assessment by 10% year-after-year; rather, in all circumstances, the Board must receive the affirmative vote of at least 51% of the Lot Owners before making any additional assessments whatsoever.