

FIRST MODIFICATION TO THE

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
LAURELWOOD AND THE VILLAGE AT LAURELWOOD**

June 26, 2021
State of Kentucky
Counties of Pulaski and Wayne

WHEREAS, the undersigned president is the elected President of the Board of Directors of the Laurelwood Property Owners Association, Inc., and

WHEREAS, Article XVII of the Reservations and Restrictive Covenants, dated April 10, 2003, recorded at Register of Deeds of Pulaski County, Kentucky in Cabinet D, at Slides 57 & 58, and recorded at Register of Deeds of Wayne County, Kentucky in Cabinet B, at Slides 85 & 86, confer upon the Board of Directors the authority to waive or modify any of the provisions of the restrictions in its sole discretion, and;

WHEREAS, the undersigned president represents the Board of Directors of the Laurelwood Property Owners Association, Inc. and their desire to modify the Reservations and Restrictive Covenants as more particularly set out herein, and;

WHEREAS, this modification applies to all properties within Laurelwood and The Village at Laurelwood listed herein:

| PULASKI COUNTY, KY | | | |
|---------------------------|---------------|-------------------------------------|--------------------------------------|
| OWNER | DEED # | DEED BOOK/PAGE | DESCRIPTION |
| | 015-0-0-29 | 833 / 239 | LAURELWOOD SUB COM AREA |
| | 015-0-0-55 | 833 / 236 | LAURELWOOD SUB COM AREA |
| | 015-0-0-54 | 866 / 359 | LT 1 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-53 | 972 / 087 | LT 2 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-52 | 972 / 087 | LT 3 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-51 | 941 / 388 | LT 4-5 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-49 | 1001 / 653 | LT 6 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-48 | 1001 / 653 | LT 7 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-47 | 715 / 560 | LT 8 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-46 | 970 / 603 | LT 9 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-45 | 996 / 497 | LT 10 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-44 | 746 / 470 | LT 11 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-43 | 952 / 637 | LT 12 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-42 | 960 / 652 | LT 13 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-41 | 717 / 525 | LT 14 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-40 | 749 / 239 | LT 15 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-39 | 887 / 686 | LT 16 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-38 | 924 / 331 | LT 17 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-37 | 726 / 511 | LT 18 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-36 | 855 / 379 | LT 19 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-35 | 855 / 379 | LT 20 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-34 | 749 / 233 | LT 21 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-33 | 723 / 001 | LT 22 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-30 | 735 / 201 | LT 23 THE VILLAGE AT LAURELWOOD SUB |
| | 015-0-0-31 | 782 / 510 | LT 24 THE VILLAGE AT LAURELWOOD SUB |
| 015-0-0-32 | 856 / 132 | LT 25 THE VILLAGE AT LAURELWOOD SUB | |

WAYNE COUNTY, KY

| <u>OWNER</u> | <u>DEED #</u> | <u>DEED BOOK/ PAGE</u> | <u>DESCRIPTION</u> |
|--------------|------------------|------------------------|-------------------------------|
| | 061-00-00-012.01 | 729 / 434 | LAURELWOOD SUB LOT 1 |
| | 061-00-00-012.02 | 301 / 556 | LAURELWOOD SUB LOT 2 |
| | 061-00-00-012.03 | 341 / 451 | LAURELWOOD SUB LOT 3 |
| | 061-00-00-012.04 | 382 / 200 | LAURELWOOD SUB LOT 4 |
| | 061-00-00-012.05 | 333 / 050 | LAURELWOOD SUB LOT 5 |
| | 061-00-00-012.06 | 334 / 546 | LAURELWOOD SUB LOT 6 |
| | 061-00-00-012.07 | 391 / 274 | LAURELWOOD SUB LOT 7 |
| | 061-00-00-012.08 | 391 / 208 | LAURELWOOD SUB LOT 8 |
| | 061-00-00-012.09 | 390 / 377 | LAURELWOOD SUB LOT 9 |
| | 061-00-00-012.10 | 389 / 463 | LAURELWOOD SUB LOT 10 |
| | 061-00-00-012.11 | 389 / 715 | LAURELWOOD SUB LOT 11 |
| | 061-00-00-012.12 | 379 / 100 | LAURELWOOD SUB LOT 12 |
| | 061-00-00-012.13 | 331 / 384 | LAURELWOOD SUB LOT 13 |
| | 061-00-00-012.14 | 389 / 425 | LAURELWOOD SUB LOT 14 |
| | 061-00-00-012.15 | 391 / 026 | LAURELWOOD SUB LOT 15 |
| | 061-00-00-012.16 | 381 / 643 | LAURELWOOD SUB LOT 16 |
| | 061-00-00-012.17 | 350 / 355 | LAURELWOOD SUB LOT 17 |
| | 061-00-00-012.18 | 389 / 669 | LAURELWOOD SUB LOT 18 |
| | 061-00-00-012.19 | 381 / 674 | LAURELWOOD SUB LOT 19 |
| | 061-00-00-012.20 | 303 / 214 | LAURELWOOD SUB LOT 20 |
| | 061-00-00-012.21 | 301 / 310 | LAURELWOOD SUB LOT 21 |
| | 061-00-00-012.22 | 715 / 554 | LAURELWOOD SUB LOT 22 |
| | 061-00-00-012.23 | 374 / 789 | LAURELWOOD SUB LOT 23 |
| | 061-00-00-012.24 | 349 / 158 | LAURELWOOD SUB LOT 24 |
| | 061-00-00-012.25 | 303 / 744 | LAURELWOOD SUB LOT 25 |
| | 061-00-00-012.27 | 364 / 330 | LAURELWOOD SUB LOT 26, 27, 28 |
| | 061-00-00-012.29 | 374 / 562 | LAURELWOOD SUB LOT 29 |
| | 061-00-00-012.30 | 374 / 001 | LAURELWOOD SUB LOT 30 |
| | 061-00-00-012.31 | 301 / 013 | LAURELWOOD SUB LOT 31 |
| | 061-00-00-012.32 | 303 / 202 | LAURELWOOD SUB LOT 32 |
| | 061-00-00-012.33 | 359 / 690 | LAURELWOOD SUB LOT 33 |
| | 061-00-00-012.34 | 324 / 081 | LAURELWOOD SUB LOT 34 |
| | 061-00-00-012.35 | 370 / 278 | LAURELWOOD SUB LOT 35 |

NOW THEREFORE, be it resolved by majority vote of the Board of Directors of the Laurelwood Property Owners Association, Inc. taken at the meeting dated March 20, 2021 and reviewed with Members at our June 26, 2021 Annual Members Meeting that the Reservations and Restrictive Covenants are modified in the following respects:

Article II, paragraph 1: As amended now reads: The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby security, safety, aesthetics, living conditions and property values may be enhanced.

Article III, paragraph 5: As amended now reads: There shall be no single-wide mobile homes, manufactured homes, no double-wide mobile homes, no modular building, no previously constructed home, system-built homes or buses situated on any lot as a residence or for storage, either temporarily or permanently. Only stick built or log homes are permitted to be built within Laurelwood Subdivision. The Village at Laurelwood square footage minimum is 600 sq. ft. and building plans must be selected from the Timberline Cabins-Cottages & Cabiminiums plan book, containing ten different floor plans and home sizes, or alternative log cabin plan book as designated by (ACC) Architectural Control Committee. A copy of "Timberline Cabins-Cottages & Cabiminiums plan book" can be obtained from the Architectural Control Committee.

Article IV, paragraph 1 sentence 1: As amended now reads: No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried out upon any Lot. Short and long-term rentals are prohibited. It is permissible to operate a home-based Internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day.

Article V, paragraph 1: As amended now reads: No Lot or Lots shall be subdivided in Laurelwood or The Village at Laurelwood. Adjacent lots may be combined for building purposes but will still be listed as individual lots for calculation of maintenance fees.

Article VIII, paragraph 1: As amended now reads: The roadways and rights-of-way constructed throughout the Laurelwood and The Village at Laurelwood are for the common use of the grantor, lot owners and their respective heirs, successors or assigns. There shall be no hunting from any lot, common area, roadway or designated easement. Roadways are to be kept clear at all times so that emergency vehicles have access as needed.

Article IX, paragraph 2: As amended now reads: Every lot described on the Laurelwood plat map recorded in Cabinet D, slide 57 & 58 of the Pulaski County registry and in the Office of the Register of Deeds of Wayne County, Kentucky in Cabinet B, at Slides 85 & 86, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot owner within shall be the sum of four hundred dollars (\$400.00) per lot, per year and payment due by March 1st. A late fee of twenty-five dollars (\$25.00) will be assessed any property owner if assessments are 30 days late, fifty dollars (\$50.00) for 60 days late, seventy-five dollars (\$75.00) for 90 days late, with a lien placed on property if assessments are not paid by September 1st. The annual maintenance assessment may be increased at any time by vote of the Members representing majority of quorum, fifty-one (51%) percent, of the total votes entitled to be cast on this matter represented in person or by proxy at a Members Meeting or Special Meeting called by Board of Directors. The collected funds shall be known as the Laurelwood Maintenance Fund. The Laurelwood POA shall administer, govern and have jurisdiction over all lots within Laurelwood subdivision and The Village at Laurelwood. The Laurelwood POA shall administer, govern and have jurisdiction over all lots within Laurelwood subdivision and The Village at Laurelwood.

Article IX, paragraph 4: As amended now reads: The Laurelwood POA shall have the power to file with the Pulaski County Court Clerk and the Wayne County Court Clerk a lien for unpaid assessment or other violations that have not been paid by September 1st of any year and such lien shall continue until the assessment is paid. POA liens are superior except for Valorem Tax liens. The Laurelwood POA reserves the right to enter into litigation, including foreclosure, against any property owner that violates the current covenants and restrictions and any future amendments contained in this document to enforce liens and fees with the cost and attorney fees of such action to be paid by offending property owner.

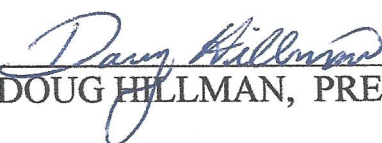
Article IX, paragraph 5: New reads: The Laurelwood POA Board of Directors shall establish an annual trash (dumpster) fee and access each developed lot owner having a house and/or cabin on said lot within Laurelwood and The Village at Laurelwood a sum equal to the total annual dumpster pick up cost divided by the total number of houses and/or cabins within Laurelwood Subdivision. Payment of this amount will be due at the same time as annual maintenance fee stated above paragraph 2 and will be subject to the said late fees.

Article X, paragraph 5: As amended now reads: All communications and submittals shall be addressed to LaurelwoodPOA@gmail.com and/or PO BOX 275 Nancy, KY 42544 or to any such address as to ACC shall hereinafter designate. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by lot owner(s) or builder.

Article XIV, paragraph 1: As amended now reads: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by unanimous action of the board of directors or by vote of the Members representing majority of quorum, fifty-one (51%) percent, of the total votes entitled to be cast in person or by proxy before such meeting, it is agreed to change said covenants in whole or in part.

The undersigned president of the Board of Directors has executed these Modifications to the DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS, LAURELWOOD and THE VILLAGE AT LAURELWOOD, this 1st of July, 2021.

LAURELWOOD PROPERTY OWNERS ASSOCIATION, INC.

By: 
DOUG HILLMAN, PRESIDENT

LAURELWOOD PROPERTY OWNERS
ASSOCIATION, INC.

Witnessed: Robbie L Hall
ROBBIE HALL, SECRETARY

STATE OF KENTUCKY

COUNTY OF: PULASKI

I, D BRUCE BROWN a Notary Public of the State and County
Aforesaid, certify that Doug Hillman, President personally appeared before me this
day and acknowledged that he is an agent for LAURELWOOD POA, LLC. a
Kentucky Corporation, and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 1 day of JULY, 2021.

Notary Public: [Signature]

My commission expires: 4/17/24
KYNA 5943