

**AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRINGHURST CLUB HOMES INNOVATIVE, SPRINGHURST
SUBDIVISION, PHASE VI, VILLAGE
OF HARTWICK, DATED SEPTEMBER 14, 1994,
OF RECORD IN DEED BOOK 6500, PAGE 0896, IN THE OFFICE OF THE
CLERK OF JEFFERSON COUNTY, KENTUCKY ("DECLARATIONS")**

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGHURST CLUB HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VI, VILLAGE OF HARTWICK, are made on May 17, 2001, by Z HOMES KENTUCKY LLC, a Kentucky limited liability company, formerly known as ZARING HOMES KENTUCKY LLC, c/o First Cincinnati, Inc., 11300 Cornell Park Drive, Suite 300, Cincinnati, Ohio 45242 ("Developer")

RECITALS

A. Developer on September 17, 1996, acquired all right, title and interest of HFH, Inc (successor-in-interest to STM/Springhurst, Inc) as "Developer" of Springhurst Subdivision, free and clear of any and all claims and liabilities, by virtue of that certain Order issued by the United States Bankruptcy Court for the Western District of Kentucky in that certain matter entitled "In re HFH, Inc, Debtor" bearing Case No 96-30048 ("Order"), and by virtue of those certain Assignments from HFH, Inc, and HFH/Springhurst, Inc, dated September 17, 1996 (hereinafter collectively, the "Assignment").

B The Order and Assignment also assigned and conveyed to Developer, free and clear of any and all claims and liabilities, the Class B membership of Springhurst Community Association, Inc, a Kentucky nonprofit corporation ("Community Association"), and further conveyed to Developer, free and clear of any and all claims and liabilities, the rights and interests of the Class B member of the Community Association as the "Developer" of Springhurst Subdivision

C Developer is the owner of certain platted lots and unplatted lands within the Springhurst Subdivision

D Pursuant to the Articles of Incorporation of the Community Association, recorded in Corporation Book 416, Page 659, in the Office of the Clerk of Jefferson County, Kentucky, and under the Declarations, Article III, Section 14, the Developer as Class B member is the only member of the Community Association entitled to vote

E Pursuant to Article VIII, Section 3, of the Declarations, Developer has the authority to amend the Declarations

F The Declarations were amended pursuant to those certain Amended Declaration of Covenants, Conditions and Restrictions (the "Amendments") of record in Deed Book 6820, Page 225, in the Office of the Clerk of Jefferson County, Kentucky (the Declarations as amended by the Amendments are referred to herein as the "Declarations")

NOW, THEREFORE, Developer hereby amends the Declarations as follows

1. Article II is hereby amended as follows

A Section 3(b) of Article II is hereby amended by deleting Section 3(b) and inserting a new Section 3(b) reading in its entirety as follows:

(b) No Lot owner shall at any time construct any outbuildings, sheds, barns, tents or shacks upon any of their property subject to this Declaration

B Section 3(d) of Article II is hereby amended by adding the following to the end of that Section

For purposes of this Section, what constitutes "continuously or habitually" shall be determined by the Board. The Board, however, shall be empowered to grant a waiver of, or variance from, its determination of what constitutes continuously or habitually based upon specific facts and circumstances presented to it in writing

C. Section 5(c) of Article II is hereby amended by deleting Section 5(c) and inserting a new Section 5(c) reading in its entirety as follows

No wall, hedge or fence of any kind or nature shall be placed or planted on any Lot unless its design and placement are first approved in writing by the Board. In no event will the Board approve the construction of any fence which is [i] constructed of chain link, [ii] more than six (6) feet in height or [iii] not constructed of wood, masonry or possibly wrought iron, and landscaped. Privacy screens for patios shall not be considered fences for purposes of this Section, provided, however, no patio privacy screen shall be placed or erected on any Lot unless its design and placement are approved by the Board. Board

D Section 5(j) of Article II is hereby amended by deleting Section 5(j) and inserting a new Section 5(j) reading in its entirety as follows

(j) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences

2 Article III is hereby amended as follows

A Section 6(a) of Article III is hereby amended by adding the following sentence to the end of Section 6(a)

The Community Association shall maintain and repair perimeter fences constructed by the Developer

B Section 15 is hereby added to Article III reading in its entirety as follows

Section 15 Rules Each Lot owner agrees to be bound by, and abide with, all rules and regulations of the Community Association as they may presently exist or hereinafter be adopted by the Board

IN WITNESS WHEREOF, the Developer has executed these Amendments on this the 17th day of May, 2001

DEVELOPER

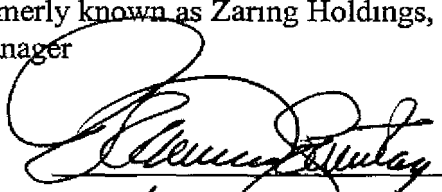
Z HOMES KENTUCKY LLC, a Kentucky limited liability company, formerly known as Zaring Homes Kentucky LLC

By **Z HOLDINGS, INC.**, an Ohio corporation, formerly known as Zaring Holdings, Inc, its Manager

By

Name

Title


MICHAEL D. SONNATG
PRESIDENT

DB07650PG0101

COMMONWEALTH OF KENTUCKY)

State of Ohio

SS

COUNTY OF JEFFERSON)

Hamilton

The foregoing instrument was subscribed and sworn to before me this 17 day of May, 2001, by Michael D Sonntag as President of Z Holdings, Inc, an Ohio corporation, the Manager of Z Homes Kentucky LLC, a Kentucky limited liability company, formerly known as Zaring Homes Kentucky LLC, on behalf of the corporation

My commission expires _____

Jennifer L Bruggeman
Notary Public

[SEAL]



JENNIFER L. BRUGGEMAN
Notary Public, State of Ohio
My Commission Expires July 1, 2003

THIS INSTRUMENT PREPARED BY.

Michael B Vincenti

Michael B Vincenti, Esq
Wyatt, Tarrant & Combs, LLP
2700 PNC Plaza
Louisville, Kentucky 40202
502 589.5235

10149269 1

Document No.: DN2001080140
Lodged By: vincenti
Recorded On: 05/21/2001 02:01:54
Total Fees: 14.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: Y0LL062

END OF DOCUMENT