

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SPRINGHURST PATIO HOMES INNOVATIVE  
SPRINGHURST, PHASE IV A, VILLAGE OF SPRINGMONT  
JEFFERSON COUNTY, KENTUCKY

This Amendment to the Declaration of Covenants, Conditions and Restrictions Springhurst Patio Homes Innovative Springhurst Subdivision, Phase IV A Village of Springmont, hereinafter referred to as "Village of Springmont", is entered into as of this 24 day of May, 2012.

**WITNESSETH:**

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions, dated June 10, 1992, is of record in Deed Book 6190, Page 678, in the Jefferson County Clerk's office, and as amended by Amendment to Declaration of Covenants, Conditions and Restrictions dated May 2, 2005 and of record in Deed Book 8631, Page 827 of the aforesaid Clerk's Office; and

WHEREAS, Article VII, Section 3 of said Declaration, provides that said Declaration may be amended by the recordation of a document in the Jefferson County Clerk's Office in which the Board of Directors of the Community Association certifies that such amendment was executed by the owners of seventy-five percent (75%) of the lots subject to the Declaration; and

WHEREAS, the Residents Association (hereinafter Association) is currently responsible for the building exteriors, it is the Association's intention to move toward a community insurance policy that insures the exterior of all the improvements on the Lots located within the Association, while still having the Lot Owners maintaining individual insurance policies on the interior of the dwelling/building, including all personal property and other improvements made to the interior of the dwelling/building; and

WHEREAS, the Board of Directors of the Community Association does hereby certify that such amendment was executed by the owners of seventy-five percent (75%) of the lots subject to the Declaration.

WHEREAS, Article II, Section 12 of the original Declaration of Restrictions titled Insurance is hereby deleted, and the following Article II, Section 12 shall replace same in its entirety.

"Section 12: Insurance:

a. The Board of Directors of the Residents Association shall maintain in full force and effect at all times property damage insurance on the roofs, patio fencing, exterior doors, all structural components of the buildings, windows and window frames, building exterior finished surfaces, building foundations, party walls (but not the interior finished surfaces of the party walls), all plumbing, electrical, communication and other utility lines, and services located in either the exterior walls or party walls of the Buildings in an amount equal to one hundred percent (100%) of the replacement value thereof which value shall be determined annually by the Board in consultation with its insurance carrier. Replacement value as used herein shall be determined without deduction or allowance for depreciation, but such insurance may contain a deductible amount determined by the Board.

Such coverage shall afford the following minimum protection:

Loss and damage by fire or other hazards covered by the standard extended coverage endorsement, as well as vandalism and malicious mischief and such other property damage insurance as the Board considers appropriate.

b. In addition to the insurance set out above, the Board shall also obtain and maintain in full force at all times the following insurance:

(i) Public liability insurance in such form and in such amounts as may be considered appropriate by the Board.

(ii) Workers Compensation insurance to the extent necessary to comply with any and all applicable laws.

(iii) Such other insurance as is or shall hereafter be considered appropriate by the Board.

c. All policies purchased by the Board shall provide that the same may not be canceled or substantially modified without at least 30 days prior written notice to the Board, all mortgages of the Co-Owners and any and all other insured named thereon. All policies shall contain a mutual waiver of subrogation between the Residents Association and all individual lot owners.

d. All premiums for the Master Insurance Policy for coverage as set out herein shall be a common expense to be paid by the monthly assessments levied by the Residents Association against each of the lot owners, provided, that should the amount of any insurance premium be affected by the use of any particular patio home increasing the risk of loss, the owner of such, as the case may be, shall be required to pay any increase resulting from such use.

e. The Board shall have the exclusive authority to adjust any losses under the said insurance policies provided, in no event shall the insurance coverage obtained and maintained by the Residents Association be brought into contribution with any insurance purchased by individual patio home owners or their mortgagees.

f. In regard to the Master Insurance Policy, all insurance proceeds resulting from damage or destruction payable to lot owners and mortgagees shall be deemed assigned to the Board representing the Residents Association. Said Board shall immediately deposit all proceeds in a separate account in an insured bank or thrift institution selected by the Board. The Board shall,

with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the approval of a majority of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the buildings and other common areas, such portion of the costs not so covered shall be paid by the patio home owners as a common expense. The Board is hereby authorized to borrow funds therefor and to amortize the payment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

g. At his or her own expense, each lot owner shall obtain additional insurance (commonly referred to as HO6 coverage) upon the interior of his or her patio home, their own personal property, plumbing, HVAC ducts and components, and electrical, communication and other utility lines, and services that are not located in the exterior walls and party walls of the Buildings and other risks with coverage of not less than the minimum amounts required by the Board from time to time, and with the Residents Association named as either an additional insured or an additional loss payee, and shall provide a \$25,000.00 loss assessment clause with no deductible limits, provided no such insurance shall decrease the amount the Residents Association may realize under any of its insurance policies.

h. The Residents Association is obtaining a master policy specifically for insurance purposes only, as outlined above. The Association is not assuming any additional maintenance responsibilities. The maintenance responsibilities are outlined in other sections of this Declaration.

i. The Board of Directors of the Residents Association will establish a line item in the Residents Association's budget to allow for at least one insurance deductible per year."

2. WHEREAS, Article II, Section 13 of the original Declaration of Restrictions titled Obligation to Reconstruct or Repair is hereby deleted, and the following Article II, Section 13 shall replace same in its entirety.

"Section 13. Obligation To Reconstruct or Repair. If all or any portion of the building structure or a common area is damaged or destroyed by fire, or other casualty, then the Residents Association shall promptly rebuild, repair, or reconstruct such building and/or common area in a manner which shall substantially restore same to a like new condition, to include the roof, patio fencing, exterior doors, all structural components of buildings, building exterior finishes, building foundations, windows and window frames, party walls, drywall on the interior surfaces of exterior and party walls, all plumbing, electrical, communication and other utility lines and services located in either the exterior walls or party walls, but excluding all such items located within the unfinished surface of the exterior walls, party walls and floors, such as carpet, cabinets, vanities, mirrors, lighting fixtures, wallpaper, interior walls and doors, built-in appliances, furniture, personal items, and HVAC ducts and components, all plumbing, electrical, communication and other utility lines and services that are not located in the exterior walls or party walls of the Building. Individual homeowners shall be responsible for wall coverings and finishes, interior walls and doors, carpet, and other floor coverings, vanities, cabinets, mirrors, window treatments and lighting fixtures plus the furniture, and personal items. Individual lot owners are also responsible for maintenance and repair of the patio fencing, window and window frames, and all plumbing, electrical, communication and other utility lines and services located in either the exterior walls or party walls when said maintenance and repair is not the result of fire or other casualty. All such repair and replacement shall conform to this Declaration of Covenants, Conditions And Restrictions. Any proceeds from insurance payments for the damage

or destruction of the improvements shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Residents Association or the lot owner, as the case may be.”

WHEREAS, Article IV, Residents Association, second paragraph previously stated as follows:

“The objects and purpose of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District’s Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, private streets, walkways, and lawns of the property located in the Village of Springmont, and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Village of Springmont. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Village of SPRINGMONT, grants the Residents Association an easement for ingress, egress and access for the purposes set out herein, in the Articles of Incorporation and the Bylaws of the Residents

Association, and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.”

WHEREAS, Article IV, Residents Association, second paragraph is hereby amended to state as follows:

“The objects and purpose of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors (excluding windows and window frames and patio fencing), roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District’s Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors (excluding windows and window frames and patio fencing), roofs, private streets, walkways, and lawns of the property located in the Village of Springmont, and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Village of Springmont. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Village of Springmont, grants the Residents Association an easement for ingress, egress and access for the purposes set out herein, in the Articles of Incorporation and the Bylaws of the Residents Association, and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.”

WHEREAS, Article VI, Party Walls is hereby amended to read as follows:

“ Article VI,--Party Walls

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence and the Residents Association shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall:

- (a) The Residents Association shall maintain the structure of the party wall, but each lot owner adjoining the party wall shall be responsible for the interior finished surfaces of said wall and for all sewer, water or other utilities lines located in said party wall, except that when such damage or destruction is the result of negligence by either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party. Further, the Residents Association will be responsible for repair of the sewer, water and other utilities lines located in said party wall when the damage was the result of fire or other casualty. For the purposes of this Section, interior finished surfaces include but are not limited to, paint, wallpaper, furnishings, etc.
- (b) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purposes of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.



- (c) The Association shall have the right to enter into the premises of the owners to make any repairs to the portion of the party wall for which it is responsible to maintain, repair and/or replace.

All other terms, conditions, duties, and obligations of said original Declaration of Covenants, Conditions and Restrictions Springhurst Patio Homes Innovative Springhurst Subdivision, Phase IV A Village of Springmont remains unaltered and unchanged. The effective date of this Amendment shall be the date of its recording.

IN TESTIMONY WHEREOF, witness the signature of the secretary of the Board of Directors of The Springhurst Community Association, Inc. and the Village of Springmont Residents Association as of the date indicated below, certifying this Amendment was executed by the owners of seventy-five percent (75%) of the lots subject to the Declaration.

WITNESS my hand this 24 day of May, 2012.

VILLAGE OF SPRINGMONT RESIDENT'S ASSOCIATION  
INSURANCE AMENDMENT SIGNATURE PAGE

ADDRESS	LOT #	SIGNATURE
<i>Springhurst Subdivision Phase IVA lots thru 8</i> 9500 Springmont Place	7	<i>Coleen C. Welsh</i> Coleen Welsh
9501 Springmont Place	4	<i>Donald &amp; Nanci Chasteen</i> Donald & Nanci Chasteen
9502 Springmont Place	8	Tina Slusher
9503 Springmont Place	3	<i>Steve P. Wharton</i> Steve P. Wharton
9504 Springmont Place	5	<i>Mary Pat Gates</i> Mary Pat Gates
9505 Springmont Place	2	<i>Susie Owens</i> Susie Owens
9506 Springmont Place	6	<i>Lori J. Fain</i> Lori J. Fain
9507 Springmont Place	1	<i>Lucy Thomason</i> Lucy Thomason

THE SPRINGHURST COMMUNITY ASSOCIATION, INC.

By: Brenda Harra  
Its: Secretary

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:



Subscribed, sworn to and acknowledged before me this 24th day of May, 2012  
by Brenda Harra, as Secretary of The Springhurst Community Association, Inc.

My Commission Expires: 10/28/12

Jeanette Pollett  
NOTARY PUBLIC

This instrument prepared by:

William A. Merrifield

William A. Merrifield  
Hebel & Hornung, P.S.C.  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
502-429-9790

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County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: TERHIG

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