

AMENDMENTS TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST  
SUBDIVISION, PHASE VII, VILLAGE  
OF ABBEYWOOD, DATED SEPTEMBER 30, 1994,  
OF RECORD IN DEED BOOK 6509, PAGE 0005, IN THE OFFICE OF THE  
CLERK OF JEFFERSON COUNTY, KENTUCKY ("DECLARATIONS")

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD, 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

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

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 17<sup>th</sup> 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 [Signature]  
Name MICHAEL D. SONNTAG  
Title PRESIDENT

~~COMMONWEALTH OF KENTUCKY~~ )  
State of Ohio )  
COUNTY OF ~~JEFFERSON~~ )  
Hamilton )

SS

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 \_\_\_\_\_

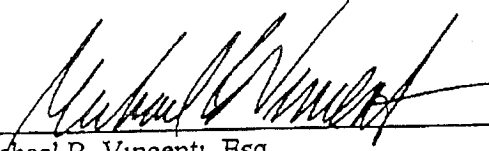
[Signature]  
Notary Public

[SEAL]



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

THIS INSTRUMENT PREPARED BY



Michael B Vincenti, Esq  
Wyatt, Tarrant & Combs, LLP  
2700 PNC Plaza  
Louisville, Kentucky 40202  
502.589 5235

10148539 1

**END OF DOCUMENT**

Document No.: DN2001080141  
Lodged By: vincenti  
Recorded On: 05/21/2001 02:02:01  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Hoisclaw-JEFF CO KY  
Deputy Clerk: Y0LL062

**SECOND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD, DATED SEPTEMBER 30, 1994, OF RECORD IN DEED BOOK 6509, PAGE 5 IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY, AS AMENDED BY AMENDMENT DATED MAY 21, 2001, OF RECORD IN DEED BOOK 7650, PAGE 102, IN THE OFFICE OF THE JEFFERSON COUNTY CLERK**

THESE SECOND AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD, are made on this 7th day of November, 2007, by and between the SPRINGHURST COMMUNITY ASSOCIATION, INC., the VILLAGE OF ABBEYWOOD ASSOCIATION, INC., and the individuals executing Exhibit "A" hereto who comprise seventy-five percent (75%) of the owners of the lots in the Village of Abbeywood subject to the aforementioned original and amended Declarations of Covenants, Conditions and Restrictions ("Declarations").

**RECITALS**

A. WHEREAS, on May 21, 2001, Zaring Homes Kentucky LLC. ("Developer") turned over legal and management control of the Springhurst Subdivision to its residents by and through the Springhurst Community Association, Inc.;

B. WHEREAS, on May 21, 2001, prior to turning over legal and management control of the Springhurst Subdivision to its residents, the Developer made certain amendments to the Declarations applicable to the Springhurst Subdivision pursuant to the terms thereof; and

C. WHEREAS, pursuant to Article VIII, Section 3 of the Declarations, as amended, the residents may amend such Declarations by a seventy-five percent (75%) vote of the total lots subject thereto.

NOW THEREFORE, the residents of the Village of Abbeywood hereby amend the Declarations to provide as follows:

1. Article II, Section 1, pertaining to the restrictions upon the use of the lots in the Village of Abbeywood, is amended to add the following restriction:

"Effective January 1, 2008, and notwithstanding anything else contained in the Declarations, as amended, no owner may lease or rent a unit, and no unit may be occupied by a tenant or

other person who pays rent to the owner, except under the following conditions:

(a) the owner held legal title to the unit prior to the effective date of this Amendment, and at such time was using the unit for rental purposes;

(b) the owner is moving, or has moved, to a nursing home or similar facility for medical reasons

(c) the owner dies and the title is in the estate or a testamentary trust, and there is no surviving spouse who resided with the deceased at the time of death; or

(d) the owner or spouse living with him/her is transferred out of state by his/her employer.

1) With respect to any landlord-tenant rental relationship existing on the date of the recording of this restriction, such relationship may continue for the remaining lease term, but such period shall not exceed one (1) year from January 1, 2008.

2) With respect to any landlord-tenant rental relationship existing under b, c, or d above, the lease shall be for a term of no more than one (1) year and shall not contain any provision for renewal or extension, the intent of this amendment to allow one year only for the rental of a Unit as an accommodation to the Unit owners in the situations enumerated above. Subsequent lease terms may be permitted provided the same circumstances which existed prior to the first lease term still exists and any such extension or subsequent lease term shall be subject to prior approval by the Board.

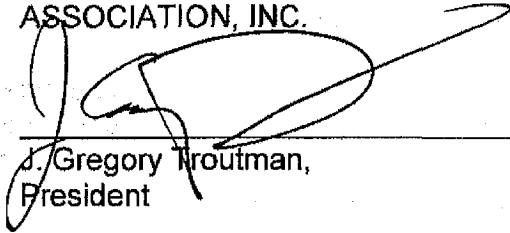
3) The owner of a unit being rented, or his representative, shall deliver a fully executed copy of any proposed lease to the Board ten (10) days before the term is to begin; and

4) Any lease or rental agreement, and the parties thereunder, shall be subject to both the Declarations, as amended from time to time, and By-Laws for the Village of Abbeywood Residents Association, Inc."

IN WITNESS WHEREOF, the Springhurst Community Association, Inc., the Village of Abbeywood Residents' Association, Inc., and those residents of the Village of Abbeywood comprising at least seventy-five percent (75%) of the lot owners of said Village identified on Exhibit "A" have executed this Second Amendment on the date set forth above.

SPRINGHURST COMMUNITY ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
J. Gregory Troutman,  
President

COMMONWEALTH OF KENTUCKY )

) ss:

COUNTY OF JEFFERSON )

Subscribed and sworn to before me by J. Gregory Troutman, President of the Springhurst Community Association, Inc. this 7<sup>th</sup> day of November, 2007.

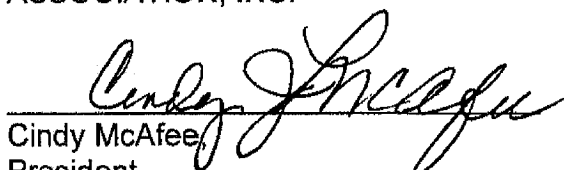
My Commission Expires:

December 11, 2007

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

VILLAGE OF ABBEYWOOD RESIDENTS' ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
Cindy McAfee  
President

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Cindy McAfee, President of the Village of Abbeywood Residents' Association, Inc. this 7th day of November, 2007.

My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

This Instrument Prepared By:

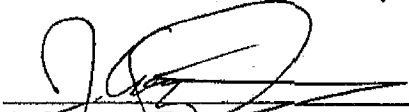
  
\_\_\_\_\_  
J. Gregory Troutman, President  
Springhurst Community Association, Inc.  
4200 Springhurst Boulevard  
Louisville, KY 40241



EXHIBIT "A"

Signature: Vikki Webb

Printed Name: Vikki Webb

Address: 9805 Lockyear Ct

Signature: Gloria Kocher

Printed Name: GLORIA KOCHER

Address: 4002 Abbeywood Village Dr

Signature: Linda B. Lossner  
for Minnie Brooks

Printed Name: Linda Lossner  
Minnie Brooks

Address: 9801 Abbeywood Village Way

Signature: LaDonna Parson

Printed Name: LADONNA PARSON

Address: 4003 ABBEYWOOD VILLAGE DR

Signature: \_\_\_\_\_

Signature: Jean Smith

Printed Name: Jean Smith

Address: 4000 Hawkesbury Ct

Signature: Jacklyn Harris

Printed Name: Jacklyn Harris

Address: 9809 Abbeywood Village Way

Signature: Danielle Yousselized

Printed Name: Danielle Yousselized

Address: 4002 Hawkesbury Ct.

Signature: Betty L. Prather

Printed Name: Betty L. Prather

Address: 9800 Lockyear Ct.

Signature: \_\_\_\_\_

Printed Name: SHIRLEY ENGLISH

Printed Name: CINDY J. McAFEE

Address: 4001 HAWKESBURY COURT

Address: 9802 LOCKYEAR CT

Signature: *Shirley English*

Signature: *Cindy McAfee*

Printed Name: JOHN BRENNAN

Printed Name: CHARLES MERRICK

Address: 9707 LOCKYEAR COURT

Address: 9701 ABBEYWOOD CRY

Signature: *Joe Riney*

Signature: *William Cohen*

Printed Name: Joe Riney

Printed Name: William Cohen

Address: 9703 ABBEYWOOD VILLAGE WAY

Address: 4003 Adelaide Ct

Signature: *Shannon Jipsen*

Signature: *John P. Marcum Jr.*

Printed Name: SHANNON JIPSEN

Printed Name: John P. Marcum Jr.

Address: 9700 ABBAYWOOD VLG. WY

Address: 4000 Adelaide Ct

Signature: *Nina Amenta*

Signature: *Gregory Troutman*

Printed Name: NINA AMENTA

Printed Name: Gregory Troutman

Address: 4102 Abbeywood Dr.

Address: 4000 Abbeywood Village Dr

Signature: \_\_\_\_\_

Signature: *Gregory Troutman*

Printed Name: Donna J. Spalding

Printed Name: Roy P. Germano

Address: 4100 Abbeywood Village Dr

Address: 4002 Adelaide Ct.

Signature: Donna Spalding

Signature: Roy P. Germano

Printed Name: HELEN BEVERLY

Printed Name: Bobbie A. Windhorst

Address: 9801 Pictor Ct

Address: 9802 Pictor Ct

Signature: Helen Beverly

Signature: Bobbie A. Windhorst

Printed Name: GLORIA SHIPLEY

Printed Name: SANDRA D. BAILEY

Address: 9800 Pictor Ct.

Address: 4102 ADELAIDE CT

Signature: Gloria Shipley

Signature: Sandra D. Bailey

Printed Name: Martha Hassell

Printed Name: KATHRYN W MOBLEY

Address: 4103 Adelaide Ct

Address: 4001 ABBEYWOOD VIL. DR.

Signature: Martha W Hassell

Signature: Kathryn W. Mobley

Printed Name: Hilda Hamilton

Printed Name: THOMAS F. FRAWLEY

Address: 9702 Abbeywood Village Way

Address: 4003 HAWKSTOWN CT

Signature: Hilda Hamilton

Signature: Thomas F. Frawley

Printed Name: SAIDAH BAYAT

Printed Name: BARBARA DURN

Address: 9801 LOCKYEAR CT

Address: 9806 PICTOR CT.

Signature: S Bayat

Signature: Barbara Durn

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Vikki Webb this 7th day of November 2007.

My Commission Expires: 4/3/2010

[Signature]  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Gloria Kocher this 7th day of November 2007.

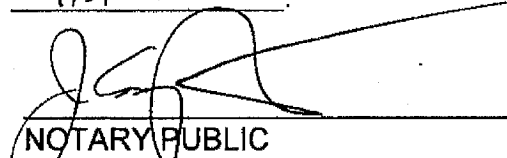
My Commission Expires: 4/3/2010

[Signature]  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Linda Lossner this 7th day of November 2007.

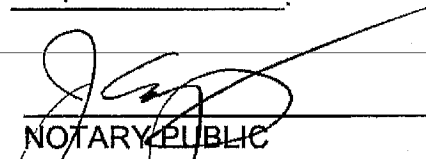
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\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by LaDonna Parson this 7th day of November 2007.

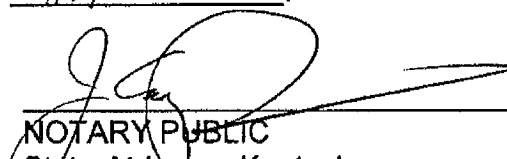
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\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Jean Smith this 7th day of November 2007.

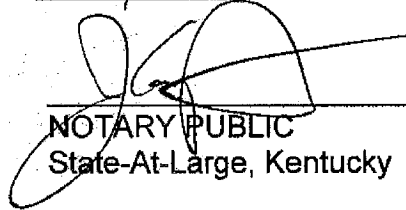
My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Jacklyn Harris this 7th day of November 2007.

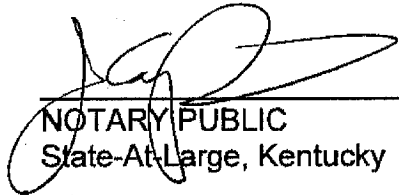
My Commission Expires: 4/3/2010

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Danielle Youssefized this 7th day of November 2007.

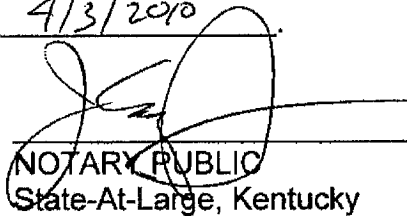
My Commission Expires: 4/3/2010

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Betty Prather this 7th day of November 2007.

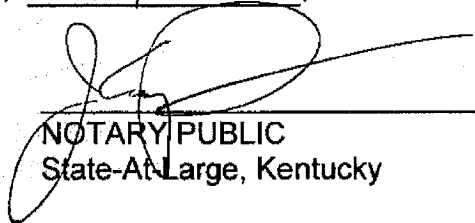
My Commission Expires: 4/3/2010

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Shirley English this 7th day of November 2007.

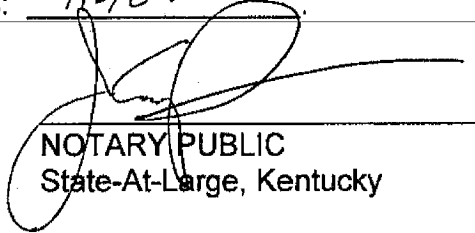
My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by John Brennan this 7th day of November 2007.

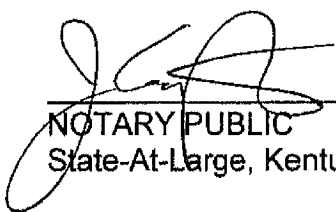
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\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Joe Riney this 7th day of November 2007.


My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Shannon Jipsen this 7th day of November 2007.

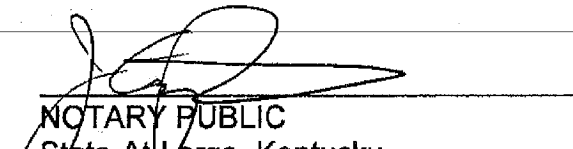
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NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Nina Amenta this 7th day of November 2007.


My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Cindy McAfee this 7th day of November 2007.

My Commission Expires: 4/3/2010

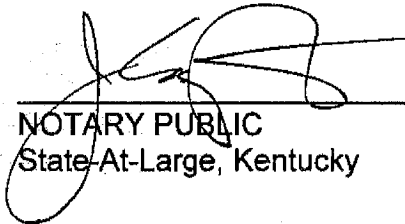
  
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NOTARY PUBLIC  
State-At-Large, Kentucky



COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Charles Merrick this 7th day of November 2007.

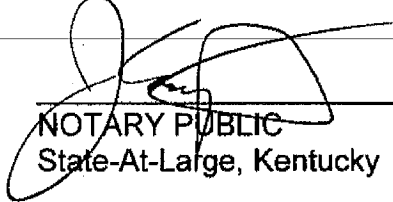
My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Hugh Cohen this 7th day of November 2007.

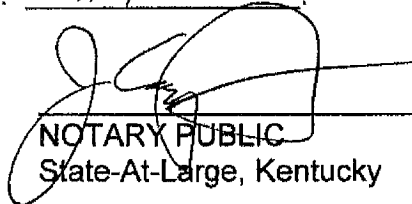
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\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by John P. Marcum, Jr. this 7th day of November 2007.

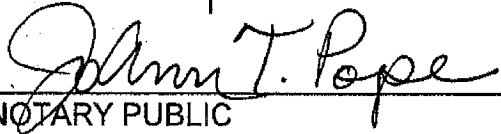
My Commission Expires: 4/3/2010

  
\_\_\_\_\_  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by J. Gregory Troutman this 8th day of November 2007.


My Commission Expires: 11-10-2007

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Donna J. Spalding this 10<sup>th</sup> day of November 2007.

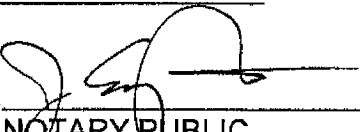
My Commission Expires: 4/13/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Helen Beverly this 10<sup>th</sup> day of November 2007.

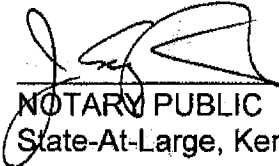
My Commission Expires: 4/13/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Gloria Shipley this 10<sup>th</sup>  
day of November 2007.

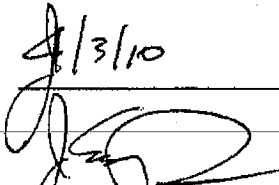
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Martha Ho Ssell this 10<sup>th</sup>  
day of November 2007.

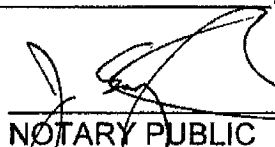
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Hilda Maxinton this 10<sup>th</sup>  
day of November 2007.


My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Roy P. Gorman this 10<sup>th</sup>  
day of November 2007.

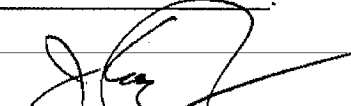
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Bobbie A. Windhorst this 10<sup>th</sup>  
day of November 2007.


My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Sandra D. Bailey this 10<sup>th</sup>  
day of November 2007.

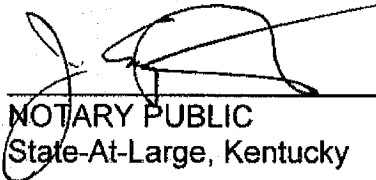
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Kathryn W. Mobley this 10<sup>th</sup>  
day of November 2007.

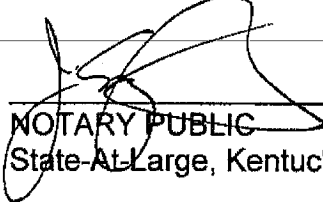
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Thomas F. Frisley this 10<sup>th</sup>  
day of November 2007.

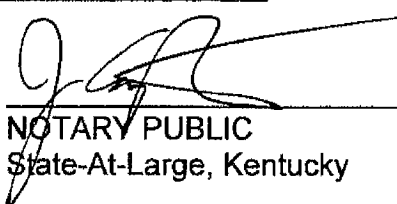
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Saidah Bayot this 10<sup>th</sup>  
day of November 2007.

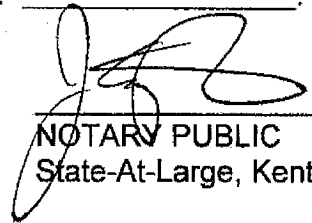
My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Barbara Dunn this 10<sup>th</sup>  
day of November 2007.

My Commission Expires: 4/3/10

  
NOTARY PUBLIC  
State-At-Large, Kentucky

END OF DOCUMENT

Document No.: DN2007186427  
Lodged By: springhurst patio homes  
Recorded On: 11/21/2007 12:51:01  
Total Fees: 58.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: CARHAR

THIRD AMENDMENT TO THE DECLARATIONS OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
SPRINGHURST PATIO HOMES INNOVATIVE  
SPRINGHURST SUBDIVISION, PHASE VII  
JEFFERSON COUNTY, KENTUCKY

This Amendment to the Declaration of Covenants Conditions and Restrictions of Springhurst Patio Homes Innovative Springhurst Subdivision, Phase VII Village of Abbeywood, hereinafter referred to as "Village of Abbeywood", is entered into as of this 25th day of March, 2010, by the requisite seventy-five (75%) of the lots subject to the Declaration.

**WITNESSETH:**

WHEREAS, the Declaration of Covenants Conditions and Restrictions, recorded on October 4, 1994, is of record in Deed Book 6509, Page 5, in the Jefferson County Clerk's office and amended by Amendment recorded on May 21, 2001 of record in Deed Book 7650, Page 102 and Second Amendment recorded on November 21, 2007 of record in Deed Book 9140, Page 948 in the aforesaid Clerk's office.

WHEREAS, Article VIII, Section 3 of said Declaration of Covenants Conditions and Restrictions provides that said Declaration of Covenants Conditions and Restrictions may be amended by the recording of a document in the 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 this declaration; and

WHEREAS, by the recording of this document in the Clerk's Office the board of directors of the Community Association certifies that the requisite seventy-five (75%) of the Lot Owners of the Village of Abbeywood executed this amendment to adopt the

following amendment, to modify and change the Declaration of Covenants Conditions and Restrictions as hereinafter set out; and

WHEREAS, Article IV, Paragraph 5 of said Declaration of Covenants Conditions and Restrictions, said Paragraph stated as follows:

**Every Lot Owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which shall be \$70.00 per lot for 1994. The same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.**

NOW THEREFORE, Article IV, Paragraph 5 of said Declaration Covenants Conditions and Restrictions, is hereby amended to read as follows:

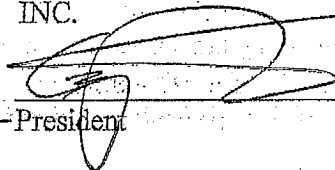
**Every Lot Owner shall pay a monthly maintenance fee on the first day of each month. Effective June 1, 2010 the 2010 monthly maintenance fee will be \$175.00 per month. The monthly maintenance fee may not be increased by more than twenty percent (20%) above the assessment for the previous year without an affirmative vote of the Lot Owners representing at least two-thirds of the Lots subject to this Declaration; such vote to be conducted at an annual Lot Owner's meeting. The Residents Association shall present a proposed annual budget to each Lot Owner no less than thirty (30) days prior to such annual meeting.**

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



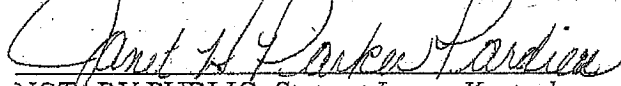
IN TESTIMONY WHEREOF, by signature of its President below, the board of directors of the Community Association certifies that such amendment was executed by the owners of seventy-five percent (75%) of the lost subject to this declaration, and as evidenced by their signatures attached hereto.

SPRINGHURST COMMUNITY ASSOCIATION, INC.


  
\_\_\_\_\_  
Vice-President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me by Gregory T. ... the Vice President, of the Springhurst Community Association, Inc, on behalf of the association, this 21<sup>st</sup> day of March, 2010.

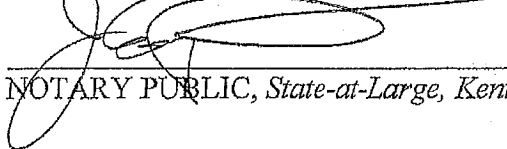
My Commission Expires: 10/18/2012  
  
NOTARY PUBLIC, State-at-Large, Kentucky

VILLAGE OF ABBEYWOOD RESIDENTS' ASSOCIATION, INC.

  
\_\_\_\_\_  
President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 20010, by Chad Mc Afee, as a Director and Owner, who resides at 5802 Lockyer Ct.

My Commission Expires: 4/3/10  
  
NOTARY PUBLIC, State-at-Large, Kentucky

UNIT OWNERS

<u>Cwendelyn + Thomas Cork</u> Unit Owner	<u>3-16-10</u> Date	<u>9803 Lockyear Ct.</u> Unit Address
<u>Carol E. Archibald</u> Unit Owner	<u>3/16/10</u> Date	<u>4005 Adelaide Ct.</u> Unit Address
<u>Shirley English</u> Unit Owner	<u>3-16-10</u> Date	<u>4001 Hawkesbury Ct.</u> Unit Address
<u>Betty L. Prather</u> Unit Owner	<u>3-16-10</u> Date	<u>9800 Lockyear Ct.</u> Unit Address
<u>Martha W. Hassell</u> Unit Owner	<u>3/16/10</u> Date	<u>4103 Adelaide Ct.</u> Unit Address
<u>Pandra D. Bailey</u> Unit Owner	<u>3/16/2010</u> Date	<u>4102 Adelaide Ct.</u> Unit Address
<u>Peggy Germano</u> Unit Owner	<u>3/16/2010</u> Date	<u>4002 Adelaide Ct.</u> Unit Address
<u>Tikki Webb</u> Unit Owner	<u>3/16/2010</u> Date	<u>9805 Lockyear Ct.</u> Unit Address
<u>Hugh Cohen</u> Unit Owner	<u>3/16/2010</u> Date	<u>4003 Adelaide Ct.</u> Unit Address
<u>Mervin</u> Unit Owner	<u>3-16-2010</u> Date	<u>9701 ABBEYWOOD CHURCH</u> Unit Address
<u>[Signature]</u> Unit Owner	<u>3/16/10</u> Date	<u>4000 Abbeywood Village Drive</u> Unit Address
<u>Donna Spalding</u> Unit Owner	<u>3/16/10</u> Date	<u>4400 Abbeywood Village Drive</u> Unit Address
<u>Phrasanna</u> Unit Owner	<u>3/16/10</u> Date	<u>9807 Lockyear Court</u> Unit Address
<u>Cindy J. McLean</u> Unit Owner	<u>3/16/10</u> Date	<u>9802 Lockyear Ct.</u> Unit Address

Paul F. Evans 3-16-10  
Unit Owner Date

4007 Hawkstone Ct  
Unit Address

William Smith 3-16-10  
Unit Owner Date

9803 Abbeywood Vlg. Way  
Unit Address

J. May 3-16-10  
Unit Owner Date

4000 Adelade Ct  
Unit Address

Ronald F. Naynes 3/16/10  
Unit Owner Date

9807 ABBEYWOOD VILLAGE WAY  
Unit Address

Jean Smith  
Unit Owner Date

4000 Hawkstone Ct  
Unit Address

Nelda Hamilton 3/16/10  
Unit Owner Date

9708 Abbeywood Village Way  
Unit Address

Kathryn Mabley  
Unit Owner Date

4001 Abbeywood Ct Dr  
Unit Address

Nina Amato 3-16-10  
Unit Owner Date

4102 Abbeywood Vlg. Dr.  
Unit Address

Sandra Parson 3-16-10  
Unit Owner Date

4003 Abbeywood Vlg Dr  
Unit Address

Gloria Shipley 3-16-10  
Unit Owner Date

9800 PICTOR CT  
Unit Address

Gloria Kocher 3-16-10  
Unit Owner Date

4002 Abbeywood Village Dr  
Unit Address

Frank [unclear] 3-16-10  
Unit Owner Date

4002 Hawkstone Ct  
Unit Address

Dr. E. W. [unclear] 3/18/10  
Unit Owner Date

9802 PICTOR COURT  
Unit Address

Helen Beverly 3/18/10  
Unit Owner Date

9804 Pictor Ct.  
Unit Address

S. B. [unclear] 3/19/10  
Unit Owner Date

9801 Lockyer Ct Low. Ky 40241  
Unit Address

08 09544PG0790

[Signature] 3-19-10  
Unit Owner Date

401 ADELAINE CT  
Unit Address

Unit Owner Date

Unit Address

Unit Owner Date

Unit Address

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Unit Owner Date

Unit Address

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Granoblyn Cook, as an Owner, who resides at 9803 Lock Year Court.

My Commission Expires: 4/3/10

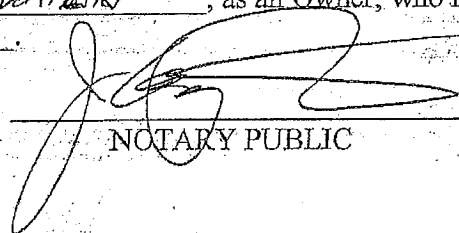
[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Carol Achille, as an Owner, who resides at 4005 Adelaide Ct.

My Commission Expires: 4/3/10



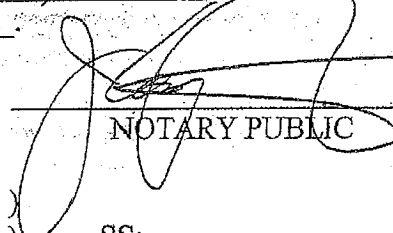
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Shirley English, as an Owner, who resides at 4001 Hawkesby Ct.

My Commission Expires: 4/3/10



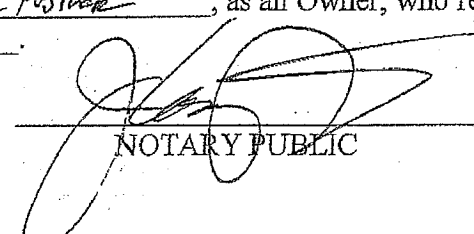
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Betty Poine, as an Owner, who resides at 9800 Lockyer Ct.

My Commission Expires: 4/3/10



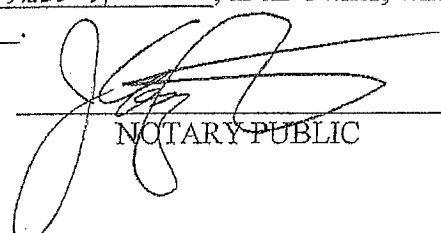
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Martha Hassell, as an Owner, who resides at 4103 Adelaide Ct.

My Commission Expires: 4/3/10



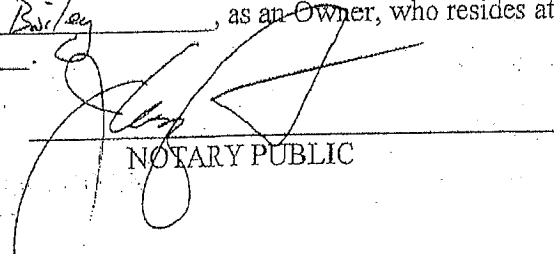
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Sandra Bailey, as an Owner, who resides at 4102 Adelaide Ct.

My Commission Expires: 4/3/10



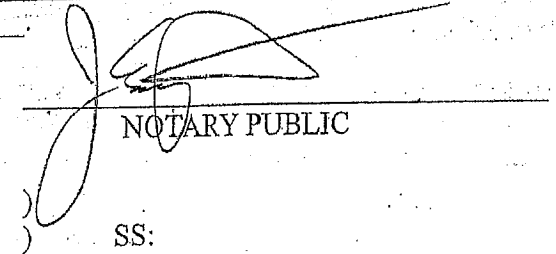
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Peggy Gervino, as an Owner, who resides at 4002 Adelaide Ct.

My Commission Expires: 4/3/10



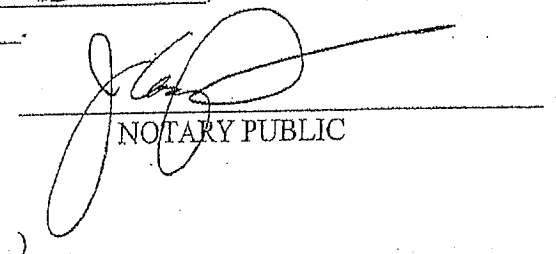
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Vikki Webb, as an Owner, who resides at 9805 Lockyear Ct.

My Commission Expires: 4/3/10



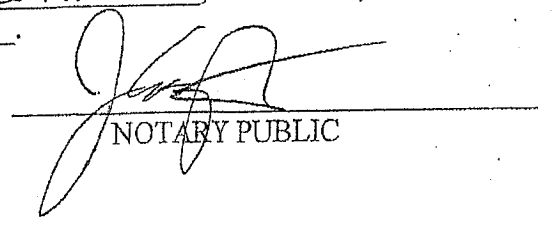
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Hugh Cohen, as an Owner, who resides at 4003 Adelaide Ct.

My Commission Expires: 4/3/10



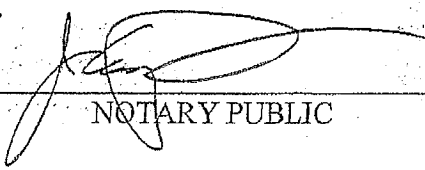
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Charles Memck, as an Owner, who resides at 9701 Abbeywood Village Way.

My Commission Expires: 4/3/10



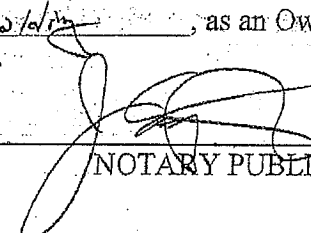
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Donna Spalding, as an Owner, who resides at 4100 Abbeywood Village Drive.

My Commission Expires: 4/3/10



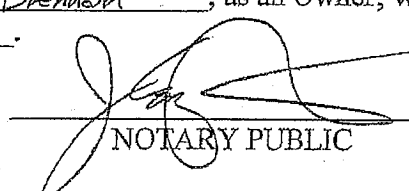
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by John Brennan, as an Owner, who resides at 9807 Lockyer Court.

My Commission Expires: 4/3/10



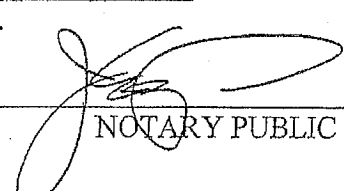
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Ginny Mc Afee, as an Owner, who resides at 9802 Lockyer Ct.

My Commission Expires: 4/3/10



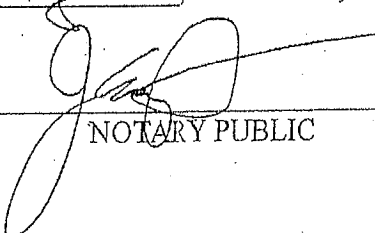
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Therese Frunberg, as an Owner, who resides at 4003 Hawksley Ct.

My Commission Expires: 4/3/10



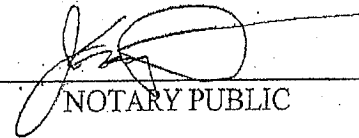
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by William Wechee, as an Owner, who resides at 9803 Abbeywood Village Way

My Commission Expires: 4/3/10



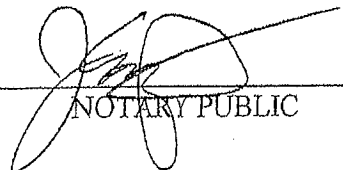
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by John Mancum, as an Owner, who resides at 4000 Adelaide Ct.

My Commission Expires: 4/3/10



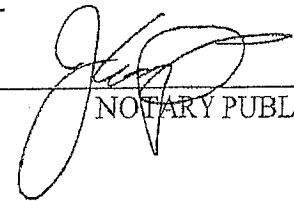
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Ronald Hoyer, as an Owner, who resides at 9807 Abbeywood Village Way

My Commission Expires: 4/3/10



NOTARY PUBLIC

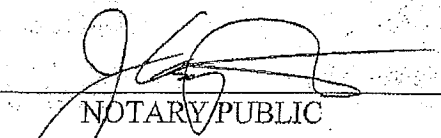


COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Jean Smith, as an Owner, who resides at 4000 Hinkesby Ct.

My Commission Expires: 4/3/10

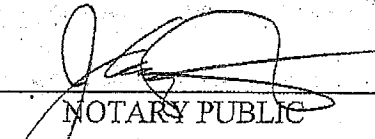
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Hilda Harrison, as an Owner, who resides at 9702 Abbeywood Village Way

My Commission Expires: 4/3/10

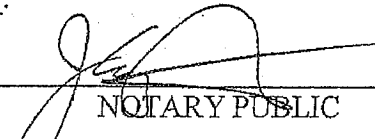
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Kathryn Mobley, as an Owner, who resides at 4001 Abbeywood Village Drive

My Commission Expires: 4/3/10

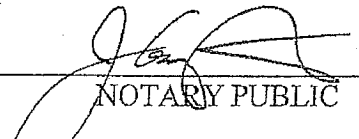
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Nina Amato, as an Owner, who resides at 4102 Abbeywood Village Drive

My Commission Expires: 4/3/10

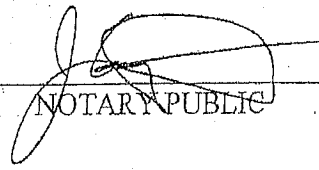
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Lo Douns Parson, as an Owner, who resides at 4003 Abbeywood Village Drive.

My Commission Expires: 4/3/10

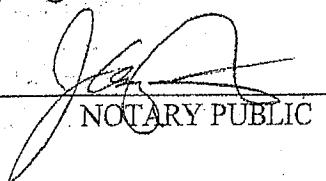
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Gloria Shipley, as an Owner, who resides at 7800 Peter Court.

My Commission Expires: 4/3/10

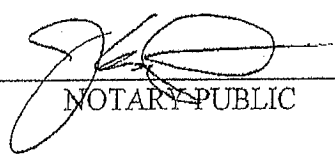
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Gloria Kochen, as an Owner, who resides at 4002 Abbeywood Village Drive.

My Commission Expires: 4/3/10

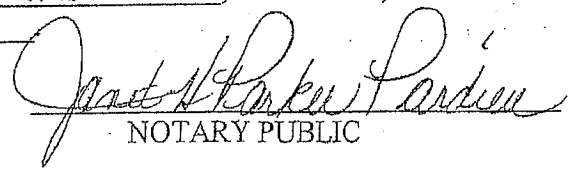
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this      day of     , 2010, by Craig Trueman, as an Owner, who resides at 4000 Abbeywood Village Drive.

My Commission Expires: 10/18/2012

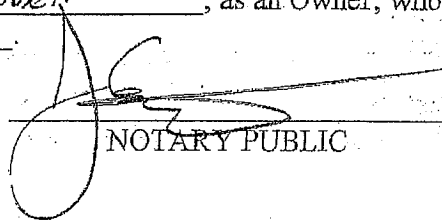
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>R</sup> day of March, 2010, by Farouk Yousef, as an Owner, who resides at 4002 Howkes by Ct.

My Commission Expires: 4/3/10

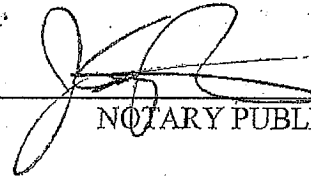
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Den Lindhorst, as an Owner, who resides at 9802 Victor Court

My Commission Expires: 4/3/10

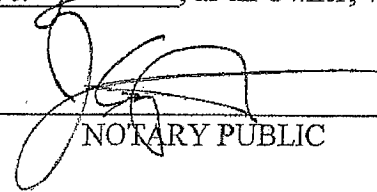
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Hela Beverly, as an Owner, who resides at 9804 Victor Court

My Commission Expires: 4/3/10

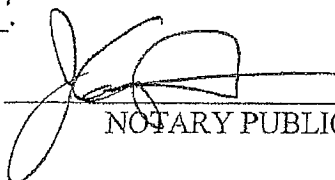
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by Sarah Boyd, as an Owner, who resides at 9801 Lockyear Ct.

My Commission Expires: 4/3/10

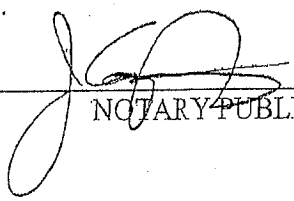
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this 16<sup>th</sup> day of March, 2010, by John Demirez, as an Owner, who resides at 1101 Ashside Ct.

My Commission Expires: 4/3/10

  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

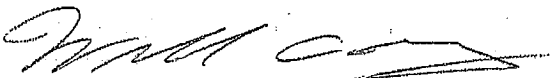
SS:

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as an Owner, who resides at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

This Instrument Prepared By:



**WILLIAM A. MERRIFIELD**  
Hebel & Hornung, P.S.C.  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
(502) 429-9790

Document No.: DN2010043984  
Lodged By: HEBEL & HORNUNG  
Recorded On: 04/06/2010 02:05:47  
Total Fees: 49.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLCLOW-JEFF CO KY  
Deputy Clerk: TERHIG

Sept 20, 2018

Affidavit

There were two documents recorded for Village of Abbeywood as Third Amendments. The dates were March 25, 2010 and August 24, 2015.

The August 24, 2015 Third Amendment should have been titled and then recorded as The Fourth Amendment.

This Affidavit prepared by Deborah Riney

Deborah Riney  
9703 Abbeywood Village Way  
Louisville, Ky 40241

X Deborah Riney  
Deborah Riney  
President VARA

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
I, Evelyn Mayes, Notary Public in and for the State and County  
indicated above, do hereby certify that the foregoing instrument of writing was this  
day presented to me by Deborah Riney  
and acknowledged and sworn to be (his/hers/their) act and deed.  
I know my hand and seal this 20 day of Sept, 2018.  
My commission expires \_\_\_\_\_  
Evelyn Mayes  
Notary Public  
Notary Public, State at Large, KY  
My commission expires Apr. 7, 2020

0010465PG0429

8

Fourth **AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD, DATED SEPTEMBER 30, 1994, OF RECORD IN DEED BOOK 6509, PAGE 5 IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY, AS AMENDED BY AMENDMENT DATED MAY 21, 2001, OF RECORD IN DEED BOOK 7650, PAGE 102, IN THE OFFICE OF THE JEFFERSON COUNTY CLERK, AS AMENDED BY AMENDMENT DATED NOVEMBER 7, 2007 OF RECORD IN DEED BOOK 9140, PAGE 948, IN THE OFFICE OF THE JEFFERSON COUNTY CLERK**

THESE Fourth AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRINGHURST PATIO HOMES INNOVATIVE, SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD, are made on this 24<sup>th</sup> day of August, 2015, by and between the SPRINGHURST COMMUNITY ASSOCIATION, INC., the VILLAGE OF ABBEYWOOD RESIDENTS ASSOCIATION, INC., and the individual lot owners who comprise at least seventy-five percent (75%) of the owners of the lots in the Village of Abbeywood subject to the aforementioned original and amended Declarations of Covenants, Conditions and Restrictions ("Declarations").

**RECITALS**

A. WHEREAS, on September 27, 1994, the Village of Abbeywood Residents Association, Inc. was incorporated for the purpose of managing the Village of Abbeywood contained within the Springhurst Subdivision.

B. WHEREAS, on May 21, 2001, Zaring Homes Kentucky LLC. ("Developer") turned over legal and management control of the Springhurst Subdivision to its residents by and through the Springhurst Community Association, Inc.;

C. WHEREAS, on May 21, 2001, prior to turning over legal and management control of the Springhurst Subdivision to its residents, the Developer made certain amendments to the Declarations applicable to the Springhurst Subdivision pursuant to the terms thereof;

D. WHEREAS, pursuant to Article VIII, Section 3 of the Declarations, as amended, the residents may amend such Declarations by a seventy-five percent (75%) vote of the total lots subject thereto; and

E. WHEREAS, the Secretary of the Village of Abbeywood Residents Association hereby attests that at least seventy-five percent (75%) of the necessary lots have voted in support of this Amendment.

DB 10465PG0430

NOW THEREFORE, the Springhurst Community Association, Inc., the Village of Abbeywood Residents Association, Inc., and the residents of the Village of Abbeywood hereby amend the Declarations to provide as follows:

1. Article II, Section 5, pertaining to the use restrictions upon each lot, is amended to add a new Subsection (k) as follows:

"It shall be the policy of the Residents Association to ensure a uniform landscaping regime with respect to each lot. In order to maintain such uniformity, no lot owner shall make alterations or modifications to the landscaping on a lot unless a landscaping plan is approved in writing by the Residents Association. In furtherance of maintaining a uniform regime, the Residents Association is solely authorized to select the mulching materials to be applied to the landscape beds located upon each lot, and determining the timing of such application. The Residents Association is authorized to adopt policies and procedures necessary to enforce this provision."

2. Article II, pertaining to the use restriction upon each lot, is amended to add a new Section 16 as follows:

"A penalty in the amount of \$50.00 shall be imposed by the Residents Association upon each Lot for the first 14 days that such Lot is in violation of the restrictions stated in this Article II; \$100.00 if the Lot remains in violation between the 15 and 30 days; and \$200.00 per month thereafter for each calendar month, or any part thereof, in which the Lot remains in violation of the restrictions stated in this Article II. Such penalty shall attach as a lien to the Lot in the same manner as Article III, Section 5 hereof."

3. Article III, Section 12, pertaining to the assessments imposed by the Springhurst Community Association, Inc., is amended to provide as follows:

"The lien for the purpose of securing the payment of the assessments provided for herein shall attach automatically upon each lot by operation of this Declaration and, irrespective of the date of recording, shall be superior to all other liens except for: (1) liens for taxes and assessments lawfully imposed by governmental authority against such lot, and (2) all sums unpaid on any and then existing first mortgages of record. The sale or transfer of any lot shall not extinguish the assessment lien or liens provided for in the proceeding sections, including the sale or transfer of any lot pursuant to a foreclosure or any proceedings in lieu thereof as to payments



DB 10465PG0431

which become due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from personal liability for any assessment thereafter becoming due or from the lien."

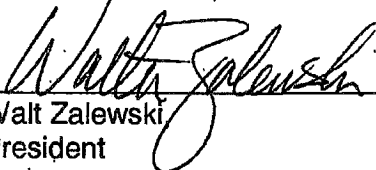
4. Article VI, pertaining to assessments imposed by the Village of Abbeywood Residents Association, Inc., is amended to delete the Tenth Paragraph in its entirety, and replace such Tenth Paragraph as follows:

"The lien for the purpose of securing the payment of the assessments provided for herein shall attach automatically upon each lot by operation of this Declaration and, irrespective of the date of recording, shall be superior to all other liens except for: (1) liens for taxes and assessments lawfully imposed by governmental authority against such lot; (2) all sums unpaid on any and then existing first mortgages of record; and (3) any lien for assessments imposed by the Springhurst Community Association, Inc. The sale or transfer of any lot shall not extinguish the assessment lien or liens provided for in the proceeding sections, including the sale or transfer of any lot pursuant to a foreclosure or any proceedings in lieu thereof as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from personal liability for any assessment thereafter becoming due or from the lien."

**IN WITNESS WHEREOF**, the Presidents of the Springhurst Community Association, Inc. and the Village of Abbeywood Residents' Association, Inc., and the Secretary of the Village of Abbeywood Residents Association, Inc. have executed this Second Amendment on the date set forth above.

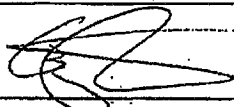
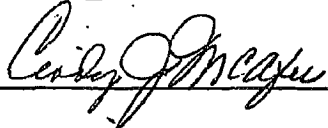


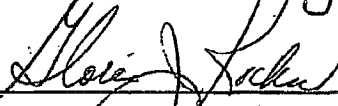
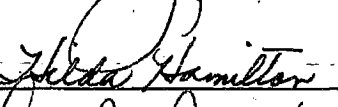
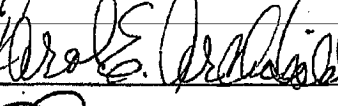
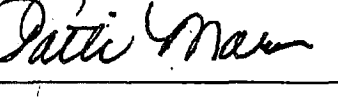
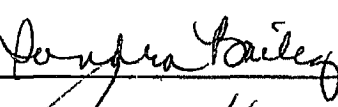
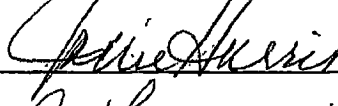
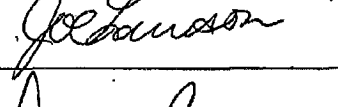


SPRINGHURST COMMUNITY  
ASSOCIATION, INC.

By:

  
Walt Zalewski  
President

DB 10465 PG 0434

**WRITTEN CONSENT TO ADOPT AND APPROVE**  
**Fourth AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS**  
**AND RESTRICTIONS OF SPRINGHURST PATIO HOMES INNOVATIVE,**  
**SPRINGHURST SUBDIVISION, PHASE VII, VILLAGE OF ABBEYWOOD**

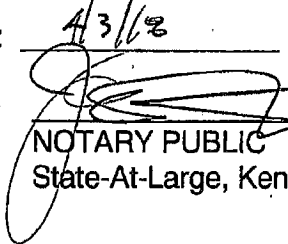
Name	Address	Signature	Date
Greg Truiman	4000 Abbeywood Village Dr.		4/14/14
Cindy McAfee	9802 Lockyear Ct		4/14/14
Marianne Brennan	9809 Lockyear Ct		4/14/14
Deborah Riney	9703 Abbeywood Village Way		8/18/14
Maria Kecher	4002 Abbeywood Village Dr		8/18/14
Hilda Hamilton	9702 Abbeywood Village Way		9/30/14
Carol E. Walden	4000 5 Adelaide Ct		10/1/14
Patti Marcum	4000 Adelaide Ct		10/1/14
SANDRA BAILEY	4102 ADELAIDE CT		10/1/14
Jessie Harris	9809 Abbeywood Village Way		10/1/14
Joe Lawson	9805 Abbeywood Village Way		10/1/14
Deborah Rickett	4103 Adelaide Ct		10/1/14
Shannon Cooper	4003 Adelaide Ct		10/1/14

DB 10465PG0432

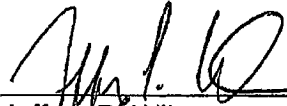
COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Walt Zalewski, President of the Springhurst Community Association, Inc. this 24<sup>th</sup> day of August, 2015.

My Commission Expires: 4/3/18

  
NOTARY PUBLIC  
State-At-Large, Kentucky

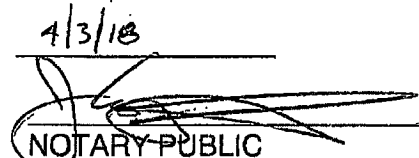
VILLAGE OF ABBEYWOOD RESIDENTS' ASSOCIATION, INC.

By:   
Jeffrey P. Wilson,  
President

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Jeffrey, President of the Village of Abbeywood Residents' Association, Inc. this 30<sup>th</sup> day of June, 2015.


My Commission Expires: 4/3/18

  
NOTARY PUBLIC  
State-At-Large, Kentucky

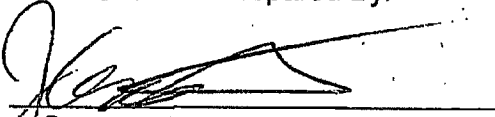
DB 10465PG0433

**ATTEST:** I, Vicki Webb, as Secretary of the Village of Abbeywood Residents' Association, Inc., hereby certify that the owners of at least seventy-five percent (75%) of the lots in the Village of Abbeywood have voted to approve this Third Amendment.

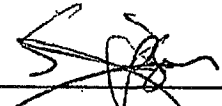
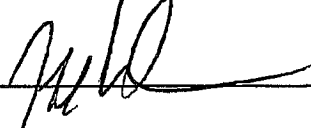
VILLAGE OF ABBEYWOOD RESIDENTS'  
ASSOCIATION, INC.

By:   
Vicki Webb,  
Secretary

This Instrument Prepared By:

  
Gregory Troutman  
Troutman Law Office, PLLC.  
312 South Fourth Street, Suite 700  
Louisville, KY 40202  
(502) 214-3307

0010465PG0495

Stanford Jipsen	9700 ABBEYWOOD VLG. WAY		04/15/14
Jean Smith	4000 Hawksbury Ct	Jean Smith	10/1/14
Gwen House Cork	9803 Lockyear Ct	Gwen H. Cork	10-1-2014
Judy Haynes	9807 Abbeywood Vill Way	Judy Haynes	10-1-14
ELLA L LAYMAN	9806 Abbeywood Village <sup>Way</sup> Ct	Ella Layman	10-1-14
Vikki Webb	9805 Lockyear Ct	Vikki Webb	10/1/2014
NINA AMENTA	4102 Abbeywood <sup>Dr.</sup>	Nina Amenta	10-1-14
KAY MABLEY	4001 Abbeywood Vlg	Kay Mabley	10-1-14
<del>Smith</del>	9801 ABBEYWOOD	CHARLES MERRICK	10-2-14
Stirley English	4000 Hawksbury Ct	STIRLEY ENGLISH	10-3-14
Gloria Suplee	9800 PICTOR Ct	Gloria Suplee	10-3-14
Ladonna Parson	4003 ABBEYWOOD VIL	Ladonna Parson	10-3-14
<del>James Onnen</del>	4100 ABBEYWOOD VILLAGE DR	JAMES ONNEN	10-4-14
Pat Onnen	4100 ABBEYWOOD VILLAGE DR	PAT ONNEN	10-4-14
William Wetcher	9803 Abbeywood V.L. Way	William Wetcher	10-19-14
Jeff Wilson	9801 Abbeywood Village Way		10-19-14

