

AMENDMENT TO

**DECLARATION OF RESTRICTIONS FOR ASBURY PARK
SECTION 3, A PLAT OF WHICH IS RECORDED IN PLAT AND SUBDIVISION
BOOK 48, PAGE 74, AND AN AMENDED PLAT OF WHICH IS RECORDED IN PLAT
AND SUBDIVISION BOOK 50, PAGE 31, BOTH IN THE OFFICE OF THE CLERK OF
THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY**

A Declaration of Restrictions for Asbury Park, Section 3 was recorded in Deed Book 8066, Page 151, on February 11, 2003 (hereafter, sometimes referred to as the "Original Declaration") which, in part, contains certain provisions regarding the rights and obligations of all current and future owners of a lot in Asbury Park, Section 3 (consisting of Lots 88 through 115 [hereafter, sometimes, referred to as the "Lots", or individually as a "Lot"], plus lot 116 which includes all of the open space and common areas, of Asbury Park, Section 3)

The undersigned owners are all of the current owners of the Lots (hereafter, sometimes referred to as the "Owners"), and **Asbury Home Owners Association, Inc.**, a Kentucky non-profit corporation, is the owner of lot 116 which constitutes all of the open space and common areas in Asbury Park, Section 3 (hereafter, sometimes referred to as the "Association").

As currently built, each residence building constructed on one of the Lots has a common interior wall or walls with the residence or residences constructed on either side of the Lot (each such wall being hereafter sometimes referred to as a "party wall").

In order to clarify the respective rights and obligations of the Owners of the Lots, the undersigned Owners, by unanimous action, and the Association as the owner of lot 116, hereby amend, effective on the latest date of the signatures below, the provisions of Section 4(c) and Section 5(b) of, and add a new Section 4(d) to, the Original Declaration and such sections shall now read, in their entirety, as follows:

"4(c) In addition to the maintenance responsibilities of a Class A member of Asbury Park, all owners of lots in Section 3, as a group, will be responsible for the continuing costs of maintaining (i) the exteriors of all of the buildings, as originally constructed, located on lots in Section 3 (as used in this sentence the word "maintaining" includes only the routine maintenance, replacement and repair of roofs, gutters and downspouts, exterior windows and doors, and brick or other siding, but does not include maintenance, replacement or repair of such exteriors necessitated because of fire or other casualty), and (ii) the planted beds (as originally laid out) immediately adjacent to the front and side of the buildings in Section 3. If fire or other casualty damages or destroys a building (including a garage) on a lot in Section 3, the then owner or owners of that lot shall immediately proceed with all diligence to rebuild and restore the building or garage to the conditions existing immediately prior to such damage or destruction, unless the construction of some other type or design of building or garage is approved by the Association. The proceeds from any insurance paid or to be paid as a result of any damage or destruction by fire or casualty shall be disbursed only to cover the expense of

rebuilding or restoring the building or garage (or the cost of removal until such time as the rebuilding or restoring is completed), at which time any balance remaining may be paid to the owner or owners of the lot. Each owner or owners of a lot in Section 3 shall insure all improvements, existing or hereafter placed upon such lot, against loss by fire or other casualty in an amount equal to the full insurable value of all improvements. The Association shall be named as an additional insured under any such policy and a copy of the policy shall be delivered to the Association at the time of the closing of any sale of a lot in Section 3, and a copy of any amended, supplemental or renewal policy shall be likewise delivered promptly after its issuance. All such policies shall contain a provision that the Association must be notified in writing at least thirty (30) days before any termination of any such policy.

4(d) Each wall which is built as a part of the original construction of a residence building on a lot in Section 3 and placed on the dividing line between two lots in Section 3 shall be referred to as a party wall. To the extent not inconsistent with the provisions of this Section 4(d), the general rules of law of the Commonwealth of Kentucky regarding party walls shall apply thereto.

(i) The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall, in proportion to such use. Owners who make use of a party wall shall not be entitled to change or alter in any way said party wall (other than, the decoration of the interior portion of a party wall which is contained within a residence).

(ii) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and all other owners who make use of the party wall shall contribute to the cost of restoration thereof in proportion to such use, provided, however, these provisions are without prejudice to the rights of any owner to seek a larger contribution from the other owner under any rule or law regarding liability for negligent or willful acts or omissions.

(iii) If a residence building or garage which shares a party wall with another residence building or garage shall be damaged or destroyed by a fire or other casualty, and, for any reason, the owner of the lot on which the residence building or garage so damaged or destroyed does not promptly comply with the rebuilding and restoration provisions of Section 4(c), above, and as a result, the party wall shall be exposed to the outside elements, then the other owner shall, with the approval of the Association, be entitled to enter upon the lot and to construct an exterior wall to protect the party wall from such exposure, and after such construction, such other owner shall be entitled to an easement of use to the extent that such exterior wall encroaches upon the lot owned by the non-complying owner. The owner

constructing such exterior wall shall be entitled to recover from the non-complying owner the cost of such constructing such exterior wall, without prejudice to any rights such owner may have against such non-complying owner for the failure to comply with the provisions of this Section 4.

(iv) The right of any owner of a lot to contribution from any other owner of a lot under the provisions of this Section 4 shall be appurtenant to the land and shall pass to such owner's successors in title.

* * * * *

5(b) In addition to the annual assessments set forth in Section 5(a), owners of lots in Section 3 will be responsible for additional fees required by their maintenance needs as described in Section 4(c). Owners of lots in Section 3 shall annually, at the annual meeting of the Asbury Home Owners Association, elect not less than three (3) owners of lots in Section 3 as a committee whose sole responsibility shall be to recommend to the Association the annual assessment amount needed for the lots in Section 3 based upon the specific maintenance, budgetary needs or reserves for the obligations set out in Section 4(c). This recommendation shall be reported by the committee to the Association which shall consider the recommendation and thereafter set an appropriate amount, bill and collect the assessments, and maintain the proceeds in a separate account to be used only for the maintenance responsibilities set out in Section 4(c)."

All of the other provisions of the Original Declaration shall remain in effect.

Pursuant to Section 17 of the Original Declaration, the provisions of the Original Declaration can be cancelled, altered or amended by the affirmative action of the owners of 75% of all lots. In addition to the unanimous consent of the Owners, at a meeting of the Association held on November 16, 2006 not less than 75% of the owners of all the lots in Sections 1, 2 and 3 of Asbury Park either voted in favor of adopting the provisions of this Amendment or executed this Amendment document.

In testimony whereof, witness the signatures of (a) the Owners on the date indicated next to their respective signature, and (b) the Association by its duly authorized officers on the date indicated next to its signature.

Asbury Home Owners Association, Inc.

By: [Signature]
Title: Bernie Rosenthal, President
Date: 11-09-06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20th day of Nov, 2006, by Bernie Rosenthal as President of **Asbury Home Owner's Association, Inc.**, a Kentucky corporation, on behalf of the corporation.

My commission expires: August 23, 2008

[Signature]
Notary Public

Lots 98, 99, 101, 102, 103, 104, 109, 111, 112, 113, 114 and 115

The Builders Group, LLC

By: [Signature]
Title: MEMBER
Date: 10-23-06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of October, 2006, by Thomas Chynoweth, as Member of **The Builders Group, LLC**, a Kentucky limited liability company, on behalf of the company.

My commission expires: Feb 23rd 2010

[Signature]
Notary Public

8214 Maris Court
Lot (105)

Brendan Canavan
Brendan Canavan

Date: 10/17/06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

17th The foregoing instrument was acknowledged, subscribed and sworn to before me this
day of October, 2006, by **Brendan Canavan**, a single individual.

My commission expires: August 18, 2009.

Danula J. Herron
Notary Public



4610 Maris Lane
(Lot 92)

Margaret C. Foster
Margaret C. Foster

Date: 10-9-06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 9th day of October, 2006, by **Margaret C. Foster**, a single individual.

My commission expires: 2-17-2007



JANET S. LUESING
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
My Commission Expires Feb. 17, 2007

Janet S. Luesing
Notary Public

4604 Maris Lane
(Lot 97)

Edward Gudorf
Edward Gudorf

Sandra Gudorf
Sandra Gudorf

Date: 10-4-2006

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

4 / The foregoing instrument was acknowledged, subscribed and sworn to before me this
day of October 2006, by Edward R. Gudorf and Sandra Gudorf, his wife.

My commission expires: 03-14-10

[Signature]
Notary Public

4612 Maris Lane
(Lot 91)

Margaret A. Hettinger
Margaret A. Hettinger, a/k/a Pegi Hettinger

Date: Oct 9-06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 9th day of October, 2006, by Margaret A. Hettinger, a/k/a Pegi Hettinger, a single individual.

My commission expires: 2-17-2007



JANET S. LUESING
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
My Commission Expires Feb. 17, 2007

Janet S. Luesing
Notary Public

4600 Maris Lane
(Lot 95)



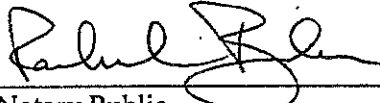
Michele L. Hines

Date: 10/31/06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 31st day of October, 2006, by Michele L. Hines, a single individual.

My commission expires: 2-23-08



Notary Public

8220 Maris Court
(Lot 108)

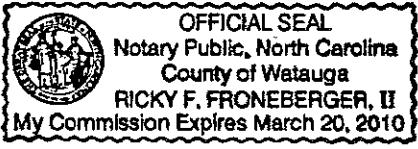
Susan T. Jones
Susan T. Jones

~~NC~~ Date: 10/12/06

COMMONWEALTH OF ~~KENTUCKY~~)
Watauga ~~JEFFERSON~~) :SS
COUNTY OF ~~JEFFERSON~~)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 12th day of October, 2006, by Susan T. Jones, a single individual.

My commission expires: March 20, 2010.



[Signature]
Notary Public

4606 Maris Lane
(Lot 94)

James E. Jumblatt
James E. Jumblatt

Marcia M. Jumblatt
Marcia M. Jumblatt

Date: 10.4.2006

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 4th day of October, 2006, by **James E. Jumblatt** and **Marcia M. Jumblatt**, his wife.

My commission expires: _____.

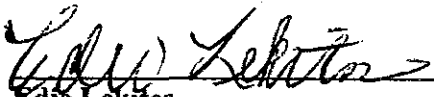
Marilyn E. Shumate
Notary Public

Marilyn E. Shumate, Notary Public
State at Large, Kentucky
My Commission Expires 12/1/2008

8201 Maris Court
 (Lot 100)



Robert Lekites



Edie Lekites

Date: 11/15/06

COMMONWEALTH OF KENTUCKY)

) :SS

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 15th day of Nov, 2006, by Robert Lekites and Edie Lekites, his wife.

My commission expires: Oct. 9, 2009



Notary Public



8218 Maris Court
(Lot 107)

Dana F. Martin

Dana F. Martin

Dana F. Martin

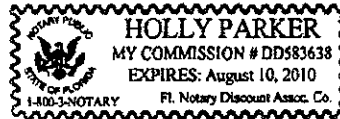
Date: October 13, 2006

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 13th day of October, 2006, by Dana F. Martin and Charles L. Martin, her husband.

My commission expires: August 10, 2010.

Holly Parker
Notary Public



[Handwritten mark]

4608 Maris Lane
(Lot 93)

Johnny L. Perry
Johnny L. Perry

Johnna O. Perry
Johnna O. Perry

Date: 10-9-06

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 9th day of October, 2006, by **Johnna O. Perry**, the wife of **Johnny L. Perry**.



My commission expires: 2-17-2007

NOTARY PUBLIC
STATE AT LARGE
KENTUCKY

My Commission Expires Feb. 17, 2007

Janet S. Luesing
Notary Public

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 9th day of October, 2006, by **Johnny L. Perry**, the husband of **Johnna O. Perry**.

My commission expires: 2-17-2007

JANET S. LUESING
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY

My Commission Expires Feb. 17, 2007

Janet S. Luesing
Notary Public

4616 Maris Lane
(Lot 89)

Anthony S. Vengrove
Anthony S. Vengrove

KATHRYN B. Vengrove
KATHRYN B. Vengrove

Jennifer J. Pagni

_____ Pagni

Date: 1/27/07

State of Connecticut
COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON Hayfield)

:SS New Milford

The foregoing instrument was acknowledged, subscribed and sworn to before me this 27th day of January, 2007, by Anthony S. Vengrove and KATHRYN B. VENGROVE, his wife.

My commission expires: 2/28/2010

Rama K. Thakur

Notary Public

RAMA K. THAKUR
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/28/2010

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON) :SS

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____, 2007, by Jennifer J. Pagni and _____, her husband.

My commission expires: _____

Notary Public

4616 Maris Lane
(Lot 89)

Anthony S. Vengrove

Vengrove

Jennifer J. Pagni
Jennifer J. Pagni

Sebastian Pagni

Date: _____

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____, 2007, by Anthony S. Vengrove and _____, his wife.

My commission expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 8 day of January, 2007, by Jennifer J. Pagni and Sebastian Pagni, her husband.

My commission expires: May 14, 2010.

Lisa A. Motley

Notary Public

8216 Maris Court
(Lot 106)

Jeff W. Whitney
Jeff W. Whitney

Date: 11/13/06

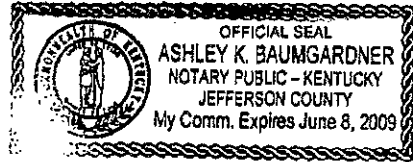
COMMONWEALTH OF KENTUCKY)
) :SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 13th day of November, 2006, by Jeff W. Whitney, a single individual.

My commission expires: June 8, 2009

Ashley Baumgardner
Notary Public

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9/26/2006 11:41 AM



THIS INSTRUMENT PREPARED BY:

Stewart E. Conner /ST

Stewart E. Conner
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Deputy Clerk: RYAHAM

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