

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SOMERSET PATIO HOMES SUBDIVISION
JEFFERSON COUNTY, KENTUCKY**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Somerset Patio Homes Subdivision, is entered into this 27th day of August, 2014 by the undersigned, which represent the required majority of the Owners in Somerset Patio Homes.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Somerset Patio Homes Subdivision, is of record in Deed Book 6468, Page 798, (the "Declaration"), and the Amended Declaration of Covenants, Conditions and Restrictions of Somerset Patio Homes Subdivision, is of record in Deed Book 9957, Page 648, all in the Jefferson County Clerk's office (the "Amended Declaration"); and

WHEREAS, Article VI, Section 3 of said Amended Declaration provides that the Declaration may be further amended by recordation of a document in the aforesaid Clerk's office in which the Board of Directors of the Residents Association certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five (75%) of the lots subject to the Declaration; and

WHEREAS, the signatures of the seventy-five (75%) percent of lot owners below, have adopted the following amendment, to further modify and amend the Amended Declaration as hereinafter set out; and

WHEREAS, Article II, Section 11 of the Amended Declaration, stated as follows:

“Section 11: Insurance Required: The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as the Board of Directors shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Residents Association, jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The Lot owner shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.”

NOW THEREFORE, Article II, Section 11 of the Amended Declaration, is hereby corrected and amended to read as follows:

“Section 11: 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 and petition walls (but not the interior finished surfaces of the party walls and petition walls), sub-floors (but not the interior finished surfaces of any floors), all plumbing, electrical, communication and

other utility lines, and services located in either the exterior walls or party walls of the Buildings on each lot 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, tornado 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 by the Association 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 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 earthquake coverage 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 casualty insurance purposes only, as outlined above. The Association is not assuming any new or additional maintenance responsibilities as a result of this Amendment. The maintenance responsibilities are outlined in other sections of this Declaration.”

WHEREAS, Article II, Section 12 of the Amended Declaration, stated as follows:

“Section 12. Obligation to Reconstruct or Repair. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then Lot owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under section 13 below. Any proceeds from insurance received in payment

for the damage or destruction of the improvements on any lot 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 Lot owner or his nominee.”

NOW THEREFORE, Article II, Section 12 of the Amended Declaration, is hereby corrected and amended to read as follows:

“Section 12. Obligation To Reconstruct or Repair. If all or any portion of any building structure on a lot, 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 lot owners 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.”

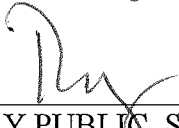
AND WHEREAS, the effective date of this Amendment shall be the date of the recording of this Amendment and all other provisions of said Amended Declaration are to remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the dates set forth next to each signature.

<u>Signature</u>	<u>Lot No.</u>	<u>Date</u>
Susan Berman	_____	8-27-2014
Judy Smully	16	8-27-2014
Mureen J. Okulecia	_____	8-27-2014
Janne Finneschi	12	8-27-2014
Dorothy Van	_____	8-27-2014
Dorothy Thomas	_____	8-27-2014
Beatrice Lase	_____	8-27-2014
Muriel H. Heland	_____	8-27-2014
Katherine Jungst	_____	8-27-2014
Marionette & Reullis	_____	8-27-14
Lancey M. Walker	_____	8-27-2014
Cynthia Elizabeth Marshall Stary	_____	8/27/14
Ray Sweeney	_____	8/27/14
Mary R. Erickhoff	_____	9-9-14
Virginia Jones	_____	9-9-14
Juan A. Sanchez	_____	9-9-14
Clarice M. Tallock	_____	9-9-14
William H. King	_____	9/9/14
John W.	_____	9/10/14
Theresa M. Huloman	_____	9/22/14

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Susan Berman and Robert Y. Credman.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
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) SS
COUNTY OF JEFFERSON)

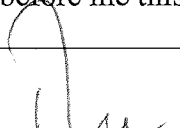
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Jody Savely and Allen Savely.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Maura S. Okrubica and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
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) SS
COUNTY OF JEFFERSON)

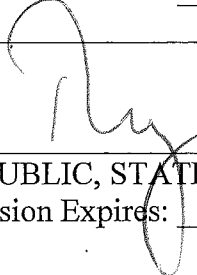
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Joanne Gianneschi and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS


Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Dorothy Bass and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

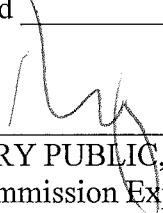
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Dorothy Thomas and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Beatrice Lose and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Maribel Heiland and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

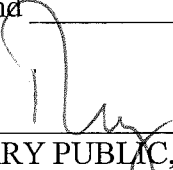
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Katherine Jungbert and _____



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Harriett L. Perellis and _____



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

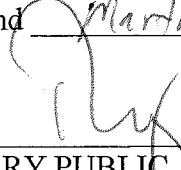
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Nancy Walker and _____



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

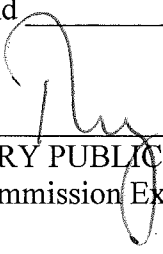
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Gynthia Atzinger and Martha Stom



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/19

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

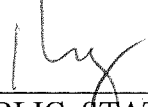
Acknowledged, subscribed and sworn to before me this 27th day of August, 2014
by Reiley Sandidge and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

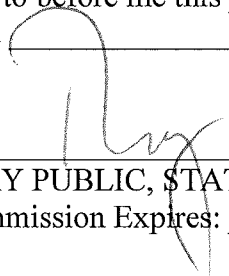
Acknowledged, subscribed and sworn to before me this 9th day of ^{September} ~~August~~, 2014
by Eichholtz, Harry and Clarice Pollock.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
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COUNTY OF JEFFERSON) SS

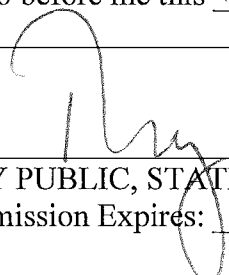
Acknowledged, subscribed and sworn to before me this 9th day of ^{September} ~~August~~, 2014
by Virginia Jones and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 9th day of ^{September} ~~August~~, 2014
by Juan A. Fernandez and _____.



NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/17/17

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 10 day of ~~August~~ ^{September}, 2014
by Douglas Young and _____.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/14/2017

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 10 day of ~~August~~ ^{September}, 2014
by Byrd Saylor IV and _____.

Martha A. Maupin
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 12/02/2014

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 22nd day of ~~August~~ ^{September}, 2014
by Sherese M. Hutsmen, widow and _____.

[Signature] #490832
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: July 28, 2017

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this ____ day of August, 2014
by _____ and _____.

NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: _____

