

**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 12th day of ^{September} ~~August~~, 2015 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 3 (d) of the Covenants currently states:

No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

NOW THEREFORE, Article II, Section 3 (d) of the Covenants shall now be amended and state:

No automobile or other motor vehicle shall be continuously or habitually parked on any lot, street or public right-of-way in the subdivision. Residents should keep all automobiles and other motor vehicles parked in their garage and not in the driveways.

AND WHEREAS, Article II, Section 5 of the Covenants will add a new section (g) which shall now read:

(g) Any and all fencing, gardens, ornamental structures and other plantings which have been approved by the Board of Directors under any of the above provisions, shall be reasonably maintained and kept in good condition by the Lot owner. Any plantings which are dead or dying must be immediately replaced by the Lot owner. Upon the failure of any Lot owner to comply with the above sections after reasonable notice, the Board of Directors will have the right to any available remedy under the enforcement provisions herein, including the right to remove and replace any dead or dying plantings at the Lot owner's expense.

AND WHEREAS, Article II, Section 10 of the Covenants currently states:

Rules for Common Areas. Somerset Patio Homes Residents Association, Inc. (hereinafter referred to as the "Residents Association") is authorized to adopt and amend rules for the use of the common areas and such rules shall be furnished to the Lot owners. **NOW THEREFORE**, Article II, Section 10 of the Covenants shall now be amended and state:

Rules for Common Areas. Somerset Patio Homes Residents Association, Inc. (hereinafter referred to as the "Residents Association") by its Board of Directors, is authorized to adopt and amend rules and regulations for the use of the common areas and such rules and regulations shall be furnished to the Lot owners.

AND WHEREAS, Article VI, Section 1 of the Covenants currently states:

Enforcement. Enforcement of these restrictions shall be by proceedings at law or in equity, brought by any Lot owner or Residents Association against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. If any Lot owner or the Residents Association, is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including court costs and reasonable attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions shall have a lien on the lot of the party violating these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided in Article III, Section 2 of this Declaration. Failure of any Lot owner or the Residents Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a

waiver of the violation or of the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law or in equity shall not preclude the exercise of any other remedy available at law or in equity.

AND THEREFORE, Article VI, Section 1 of the Covenants shall now be amended and state:

Enforcement. Enforcement of these restrictions, the Bylaws or any rules and regulations, shall be by proceedings at law or in equity, brought by any Lot owner or Residents Association against any party violating or attempting to violate any covenant or restriction, the Bylaws or any rules and regulations either to restrain violation, to direct restoration and/or to recover damages. The Residents Association through its Board of Directors shall also be authorized to assess reasonable fines against any Lot owner for any such violations. If any Lot owner or the Residents Association, is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration, the Bylaws or any rules and regulations, or exercise any of the remedies provided for herein, the violating party shall pay all fines, legal expenses, including court costs and reasonable attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions, the Bylaws or any rules and regulations shall have a lien on the lot of the violating party, to secure payment of all such fines and legal expenses, which lien may be enforced in the same manner as the liens provided in Article III, Section 2 of this Declaration. Failure of any Lot owner or the Residents Association to demand or insist upon observance of any of these restrictions, the Bylaws or any rules and regulations, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or of

the right to seek enforcement of these restrictions, the Bylaws or any rules and regulations, and the exercise of any remedy provided for herein or, at law or in equity shall not preclude the exercise of any other remedy available at law or in equity.

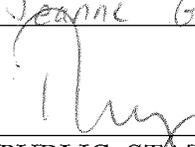
AND WHEREAS, the effective date of this Amendment shall be the date of the recording of this Amendment and all other provisions of said Amended Declaration are to remain unchanged.

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

SignatureLot No.DateMusveen Upraksha8-12-15Joanne Gimmericki8-12-15Murice Heiland8-12-15Sue Bernson8-12-15Spurtt Perellis8-12-15Jutta Steyer8-12-15Dana Kuma8-12-15Doroth Thomas8-12-15Harry Reilly8-12-15Darwin Weyer8-12-15Penny S. S.8-12-15Norette Hugel8-12-15Judy Shovelz8-12-15Daniel M. Pollock8-21-15Virginia Jones8-24-15Thine Young9-3-15Jean A. Spradley9-3-15Katherine Langhast9-3-15Therese G. Gelsman9-3-15Beatrice Luse9-10-15

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 12th day of August, 2015
by Maurice Okroplica and Jeanne Gianneschi.


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

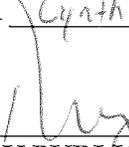
STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 12th day of August, 2015
by Muriel Heiland and Sue Berman.


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

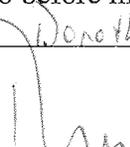
STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 12th day of August, 2015
by Harriett Perellis and Cynthia Atzinger.


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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 12th day of August, 2015
by David Lamar and Donothly Thomas.


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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 24th day of August, 2015
by Virginia Jones and _____.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 6/14/2019

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 3rd day of ^{September} August, 2015
by Elaine Young and _____.

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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 3rd day of ^{September} August, 2015
by Juan Fernandez and Katherine Jungbirt.

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

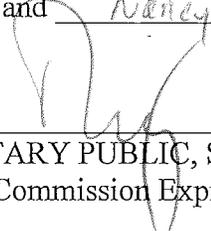
STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 3rd day of ^{September} August, 2015
by Therese Holsman and _____.

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

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

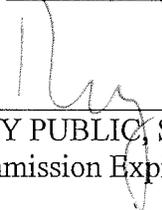
Acknowledged, subscribed and sworn to before me this 24 day of August, 2015
by Harry Eichholtz and Nancy Walker



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

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

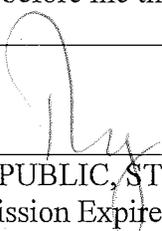
Acknowledged, subscribed and sworn to before me this 24 day of August, 2015
by Ridley Sandidge and Nanette Kartzel



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

STATE OF KENTUCKY)
)
) SS
COUNTY OF JEFFERSON)

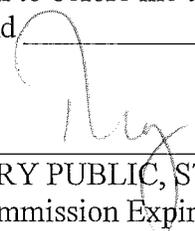
Acknowledged, subscribed and sworn to before me this 24 day of August, 2015
by Jodi Allen Smiley and _____



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 21st day of August, 2015
by Clarice Ballack and _____



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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 10th day of September, 2015
by Beatrice Rose and _____.

Martha A. Mayson
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 12/02/2018

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this _____ day of August, 2015
by _____ and _____.

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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this _____ day of August, 2015
by _____ and _____.

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

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this _____ day of August, 2015
by _____ and _____.

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

