

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OWNERSHIP FOR SPRINGHOUSE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Ownership for Springhouse Homeowners Association, Inc. is recorded at Miscellaneous Book 111, Page 15 of the Campbell County Clerk's Office at Newport, Kentucky (hereinafter the "Declaration"); and

WHEREAS, the Declaration is binding upon all owners of the property described in Exhibit "A", attached hereto;

WHEREAS, Article III, Section 1(f) of the Declaration provides that the Association may dedicate or transfer all of any part of the Common Areas to any public or municipal agency upon the affirmative vote of two-thirds (2/3) of the total number of votes held by members;

WHEREAS, The Board of Directors and Members of the Springhouse Homeowners Association, Inc. desire to amend the Declaration to dedicate and/or transfer the concrete roadways of the Springhouse Subdivision to the City of Cold Spring, Kentucky for public use;

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article XII is hereby added to the Declaration as follows:

Article XII, Section 1. Exploration of Feasibility of Dedication. On December 6, 2000, at its scheduled Council meeting, the Council of the City of Cold Spring approved payment of the costs of field sampling and exploration and an engineering evaluation and report preparation pertaining to the concrete roadway of the Springhouse Subdivision in the amount of \$3105.00, pursuant to an estimate received from the H.C. Nutting Company. H.C. Nutting Company proposed to collect and test roadway cores, measure pavement thickness, visually verify the condition of the cores, collect and test subgrade soils, measure any existing voids under the pavement, describe and measure any base course material, describe the condition of the subgrade material, and collect samples of the subgrade soil for geotechnical testing. All Owners hereby give their consent to such sampling, exploration, and testing.

Article XII, Section 2. Streets Acceptable for Dedication. The studies performed by H.C. Nutting Company have revealed, to the satisfaction of the City Council of Cold Spring, that the streets meet the qualifications of the City of Cold Spring for acceptance of dedication to the public use. By way of this Amendment, the streets of the community shall be dedicated by the Association, to be accepted by the City of Cold Spring for public use, and each Owner of a Lot within Springhouse Subdivision does hereby appoint and authorize Springhouse

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Homeowners Association, Inc. as its lawful attorney-in-fact to undertake all steps necessary to effectuate the dedication and acceptance. Springhouse Homeowners Association, Inc. shall then be authorized by the terms of this Amendment and Section III(1)(f) of the Declaration of Covenants to dedicate or transfer those parts of the Common Area consisting of the streets of the community to the City of Cold Spring forever for public use.

Article XII, Section 3. Dedication of Streets for Public Use. At such time as the Association dedicates and/or transfers the streets to the City of Cold Spring, and the City of Cold Spring accepts the streets for public use, such real property and all road and street improvements, storm sewer lines and other street and street-related improvements and facilities located thereon shall be deemed to be removed from the definition of "Common Areas" as that term is defined in the Declaration for all purposes. Driveway aprons, mailboxes, landscaping and other improvements owned by adjacent Lot Owners shall not be affected by this dedication.

2. Article I, Section 1(e) is hereby amended to eliminate arterial streets from the definition of "Common Areas", as follows:

(e) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members, excluding arterial streets. The Common Areas to be owned by the Association at the time of the conveyance of the first lot are those areas set forth on the plat recorded or referred to in Article II, excepting the arterial streets.

3. Article I, Section 1(l) is hereby amended to eliminate reference to the street, as follows:

(l) "Section" shall mean and refer to all of the land area encompassing a lot or group of lots as set forth on a recorded plat intended by the Declarant for use for the same housing or housing construction type (i.e. brick, cement) contained in a specific stage of development and encompassing the common areas and parking areas owned by the Association for the primary use of such group of lots.

4. Article V, Section 2 is hereby amended to eliminate the maintenance, repair, and replacement of streets from the Association's obligations, as follows:

Section 2. Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and maintaining, repairing, and preserving the Common Areas and Facilities, and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an "Annual General Assessment" shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use.

the improvement expansion and maintenance of the properties, services and facilities related to the use and enjoyment of the Common Area and Community Facilities, as determined by the Association, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the lighting and landscaping of streets, and rights of ways, and in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

To further carry out these purposes, an "Annual Unit Assessment" shall be levied by the Association against the owners of each lot on which is located all or any part of a multi-family structure and against said lots, to provide for current use, and to provide an adequate reserve fund for future use, for the purpose, in Sections wherein are located multi-family structures, of:

- (a) providing for grass cutting (excluding trimming), landscaping maintenance, and snow removal, excepting in enclosed or semi-enclosed patio areas;
- (b) providing exterior maintenance of the living unit as follows:
 - (i) paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, light fixtures, wood balconies, and railings, stoops, patios, and exterior wall surfaces;
 - (ii) paint and make surface repairs on exterior surfaces of doors, and window frames;
 - (iii) repair and replace driveways and walkways; and
 - (iv) perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain the Living Units consistent with funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all Living Units in the "Section" in which it is being performed.
- (c) Unless otherwise determined by the Board of Directors under subparagraph (b)(iv) above, exterior maintenance shall not include:
 - (i) structural and/or waterproofing, repair, replacement or care of basement walls and floors;

