

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR NEWMARKET PHASE I,
UNITS 1A, 1B, 1C AND 1E**

This Amendment to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements made this the _____ day of July, 2013.

WITNESSETH:

WHEREAS, Deer Haven Properties, LLC (the “Developer”) has heretofore executed documents entitled Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Newmarket Phase I, Units 1A and 1B, dated June 17, 2004, and filed for record in the Fayette County Clerk’s Office in Deed Book 2480, Page 524, and, also heretofore executed a document entitled Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Newmarket Phase I, Unit 1C, dated June 16, 2005, and filed for record in the Fayette County Clerk’s Office in Deed Book 2560, Page 368, as amended by Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Newmarket Phase 1, Unit 1C, dated March 15, 2006, and filed for record in the Fayette County Clerk’s Office in Deed Book 2630, page 109 and Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Newmarket Phase I, Unit 1A and 1B, dated March 21, 2011, and filed for record in the Fayette County Clerk’s Office in Deed Book 2998, Page 14 (adding Lots 27 and 28, Newmarket Phase I, Unit 1E) (collectively the “Declarations”).

WHEREAS, it is the desire of the Owners of the Lots in Newmarket Phase I, Units 1A, 1B, 1C and 1E (the “Subdivision”) to amend the Declarations relating to propane tanks and fences; and

WHEREAS, Article VII, Section 7.10(b) of the Declarations provided that said Declarations may be amended at any time “by an agreement by at least two-thirds (2/3) of the Owners” in agreement of the Lots in the Subdivision;

WHEREAS, at least two-thirds (2/3) of the total Owners of Lots in the Subdivision are in agreement, as provided in Article VII, Section 7.10(b) of the Declarations, with this Amendment as set forth hereinbelow, and as shown upon Exhibit A hereto; and

WHEREAS, no Lot is currently owned by Developer, the principals of Developer or an entity in which Developer or the principals of Developer own a majority interest, as provided in Article VII, Section 7.10(b) of the Declarations.

NOW, THEREFORE, the Declarations of the Subdivision, as heretofore amended, are hereby amended by the revision of Article VI, Sections 6.12 and 6.24, as follows:

1. The above recitals are incorporated by reference herein.
2. Article VI, Section 6.12 Fences. is amended to read:

Fences. No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum setback or building line, as indicated on the applicable Plat, and the street. Fences shall not obstruct any drainage easements and shall provide no less than an eight (8”) inch clearance above the drainage easement’s ground level. All runners, posts and other support components of the fence shall be placed on the inside of the fence. All fences shall be made of natural wood. Fences cannot be painted, but they may be stained. All fences shall comply with governmental regulations. The maximum height of fences shall be six feet (6’); provided, however, Association in its sole and absolute discretion may approve higher fences, but such approval must be in writing and obtained prior to commencement of the construction of the fence. All fences are subject to the approval by Association in its sole and absolute discretion and such approval must be in writing and obtained prior to commencement of the construction of the fence. No fence shall be allowed to extend more than fifteen feet (15’) in front of the rear corner of any house.

3. Article VI, Section 6.24 is amended to read:

Except in emergency situations where electric power is not available, there shall be no alternate forms of utilities allowed, such as solar, propane or windmills. Notwithstanding, propane shall be allowed as a limited heat source only (i.e. fireplace), but no propane tank shall be larger than 120 gallons. Said propane tank must be placed on a concrete pad and screened from view by a wood fence, vegetative or other screening as approved by the Association. In any event, said propane tank shall be installed in the rear yard (not side yard or front yard) and shall be installed so as not to be visible from the road or any other Lot.

4. All other terms and conditions of the Declarations shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, Homeplace – The Savanna Homeowners Association, Inc., has duly executed this Amendment.

Homeplace – The Savanna Homeowners Association, Inc.

By: _____
President

Attest:

By: _____
Secretary

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by _____, as President, of Homeplace – The Savanna Homeowners Association, Inc., for and on its behalf.

My Commission expires: _____.

Notary Public

THIS INSTRUMENT PREPARED BY:

Robert S. Ryan
WYATT, TARRANT & COMBS, LLP
Lexington Financial Center
250 West Main Street, Suite 1600
Lexington, Kentucky 40507
859.233.2012

60411787.1
7/18/2013 12:01 pm

Exhibit "A"

Certificate

The undersigned President and Secretary of Homeplace – The Savanna Homeowners Association, Inc. hereby certify that written votes in excess of two-thirds of the total authorized votes of the association/lot owners have been cast in favor of the foregoing Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Newmarket Phase I, Units 1A, 1B, 1C and 1E, and further certify that all original votes cast therefore are filed with the official record of the association in the possession of the secretary of the association.

President

Secretary

Date: _____

60411787.1
7/18/2013 12:01 pm