

**Twin Eagles Subdivision Declaration of Covenants, Conditions and Restrictions,
including Amendments
SUMMARIZED**

**Section 1
Definitions**

**Section 2
Easements and Property Rights**

- a. Every owner has a right to enjoy common properties and that right passes with the transfer of the property. Subject to:
 - i. The rights of the Directors to protect the common properties from foreclosure;
 - ii. The rights of the Directors to make rules regarding the common properties;
 - iii. The right of the Directors to suspend voting rights of an owner whose assessment is 60 days late;
 - iv. The rights of the Directors to charge a fee or require a license to use recreational facilities;
 - v. The rights of the Directors to dedicate or transfer the common properties to a public or semi-public entity;
 - vi. The rights of the Directors to use the common properties for promotional purposes (advertising);
 - vii. The rights of ingress and egress (entrance and exit) from an owner's property;
 - viii. The rights of the Directors to allow commercial enterprises to operate recreational facilities;
 - ix. The rights of the Directors annex additional residential and common properties to the Community.
- b. People who do not live in the community may access the common properties, as long as:
 - i. No owner is denied use of the common properties;
 - ii. All rules are applied equally to all owners;
 - iii. All rules for non-residents shall be applied equally to all non-residents;
 - iv. A majority of residents may vote to disallow usage of common properties by non-residents.
- c. There is a utility easement on each lot.
- d. Utility companies will have the right to access the utility easements.
- e. There is a right of reasonable ingress and egress for the owner of an adjoining lot for the purpose of making repairs or improvements to that owner's lot.
- f. If any dwelling/improvement/plant/tree AS ORIGINALLY CONSTRUCTED (not as added later) overhang or encroach onto an adjacent lot, the owner of the dwelling/improvement/plant/tree shall have a license to enter the adjoining lot for the purpose of repair or upkeep. The Directors have a right to petition for a boundary line adjustment in the event an originally constructed dwelling or improvement encroaches on an adjoining lot.

- g. There is a 15' wide easement along the rear of each lot and a 4' easement along the side of each lot for drainage purposes.
- h. There is an easement on each lot for ingress and egress of the Directors and Association to perform the duties required by this Declaration.
- i. There is an easement on each lot for ingress and egress of McBride & Son Homes, or its successors and assigns, to perform the duties required by this Declaration.

Section 3

Creation of Association

- a. Every lot owner is a member of the Association.
- b. There are 2 classes of voters:
 - i. Class A- each lot has one vote.
 - ii. Class B- no longer exists.
- c. Upon Class B ceasing to exist, the developer was required to place no less than \$3000 in the Association account.
- d. The Association and owners are responsible for maintenance of common properties, private roads, islands, signature entrances until any such area is dedicated to the City of Mt. Washington. The Directors may employ persons to oversee such maintenance.

Section 4

Duration

- a. The Declaration shall last for 20 years from the date it was originally recorded and will automatically be continued for additional 15-year periods unless 2/3 of members entitled to vote at a meeting of the members or 80% of voters give consent in writing to terminate the Declaration. Said termination can only occur AFTER the initial 20-year period.
- b. The Declaration shall terminate in the event the subdivision is vacated.

Section 5

Covenant for Maintenance Assessments

- a. Each owner shall pay the yearly and special assessments, whether such obligation is stated in said owner's deed or not.
- b. Non-payment of any assessment shall constitute a lien and shall be enforceable by the Directors through a foreclosure action.
- c. Assessments shall be used for recreation, health, safety, and welfare of the residents.
- d. A Special assessment may be levied to defray the cost of repair or replacement of a capital improvement/easement/road/sidewalk/etc. Any such assessment must be approved by written consent of 80% of owners or 2/3 of members allowed to vote. No vote is required if the special assessment relates to sewer systems, creeks, or storm water control facilities.
A special assessment may also be levied to comply with any City of Mt. Washington ordinance or subdivision regulation.
- e. The Directors may levy a special assessment against a lot owner when the Association has to expend money to make a repair or to conduct maintenance on the owner's lot that the owner failed to make, to repair damage caused by the owner or the owner's invitees, or to remove unapproved signage.
- f. Assessments shall be made as follows:

- i. 30 days prior to issuing assessments, the Directors shall prepare a budget. The assessment shall be based on the budgetary needs of the Association.
- ii. Special assessments may be made with 30 days' notice.
- iii. The assessment shall be equal among the owners (except a special assessment in relation to a specific lot).
- iv. Notice of the assessment shall be made by mail or posting on the lot itself.
- v. Failure to prepare the budget or make the assessment is not a waiver of any owner's obligation to pay when noticed.
- g. Any assessment not paid within 30 days after the delinquency date shall bear interest at the legal rate (currently 8%) and shall be subject to collection by legal action of the Directors.
- h. Common properties are not included in any assessment.
- i. Owners are responsible for maintenance of sewage lines.
- j. Assessments cannot be avoided.
- k. Nothing in the Declarations limits the rights of mortgagees.
- l. The Association may accept a deed in lieu of foreclosure when pursuing collection of assessments through court action.
- m. Any judgment shall include costs and reasonable attorney's fees.
- n. Payments received from an owner are to be applied to the oldest amount due.

Section 6

Selection of Directors

- a. There are 3 Directors.
- b. No longer applicable as Declarant has sold all lots.
- c. At the time the last lot was sold, all Directors resigned. Three new Directors were selected at a special meeting. Each successor Director must be an Association member and shall serve for a term of 3 years. The terms shall be staggered with a Director being elected or re-elected each year.
- d. Following each annual meeting, the elected Directors shall decide among themselves who will serve as President, Vice President, and Secretary/Treasurer.
- e. An annual meeting shall be held on the first Saturday of March. Any one of the Directors may also call a special meeting. At least 10 days' written notice must be given to each member setting out the time and place of the meeting. Delivery of notice shall be by mail sent to the record owners per the Bullitt County PVA. Each lot is entitled to one vote. Any measure shall be approved by a majority of votes cast. Votes may be cast in person or by proxy. Any proxy designation must be filed with the Directors at least 48 hours before any vote. Any member who has failed to pay an assessment may not vote.
- f. Despite the number of owners of a single lot, only one vote may be cast per lot.
- g. All Directors shall be owners.
- h. There must be a quorum (at least 10% of the votes) present to transact business.
- i. A quorum for purposes of a meeting of the Directors is a majority of the Directors.
- j. No longer applicable
- k. Action may be taken without a meeting of the members if the action is approved by at least 80% of the voting power, as evidenced by written consent.

Section 7

Reservation of Expenditures

No longer applicable

Section 8

Architectural Control

- a. No structure or improvement of any sort may be erected or maintained on any lot and no exterior addition/change/removal may be made without prior approval of Directors. The Director may appoint an approval committee of between 3-5 members to submit recommendations to the Directors. Any request for approval is automatically deemed approved if no response is given within 60 days.
- b. A lot owner may not alter improvements within the common properties.
- c. Additions or alterations to the common properties should not affect the cost of insurance premiums carried by the Association or the owners.

Section 9

Directors' Duties and Powers

- a. To sell/control/maintain the common properties.
- b. To maintain/repair improvements on lots that have been neglected and to charge the owner for the reasonable expense.
- c. To control easements, streets, drives, trails, walkways, rights-of-way.
- d. To plant and maintain shrubs/trees in the rights-of-way. To landscape the entrance to the subdivision.
- e. To dedicate public streets to the City of Mt. Washington.
- f. To designate parking areas.
- g. To clear rubbish/grass/weeds from any neglected lot and charge the owner for the reasonable expense.
- h. To provide for collection of trash.
- i. To enter into contracts, employ agents, and employ counsel as necessary to institute or defend any actions or suits.
- j. To receive any gift/grant/donation.
- k. Regarding all property held by them as Directors:
 - i. Make all contracts and incur all liabilities necessary.
 - ii. Buy insurance.
 - iii. Borrow money.
 - iv. Sell or deal in any way with such property as is allowed by this Declaration.
- l. Should a public agency acquire any part of the common properties, the Directors are authorized negotiate with said agency and execute necessary documents.
- m. Any money shall be deposited in a federally insured bank.
- n. Directors are not personally liable for their acts as Directors, unless dishonest or criminal in nature.
- o. Directors shall comply with all ordinances and subdivision regulations of the City of Mt. Washington.
- p. Directors may enter into agreements with commercial entities for management of the Common Properties.

- q. Directors may erect monuments at the subdivision entrance.
- r. Directors may remove unapproved signage.

Section 10

Use Restrictions

- a. Following restrictions apply:
 - i. One residence per lot. Buildings must be used for their intended purpose.
 - ii. No commercial activity may be conducted on any lot.
 - iii. No noxious or offensive activity.
 - iv. Each lot shall be maintained.
 - v. No animal/reptile/livestock/fowl shall be brought onto the properties EXCEPT dogs, cats, and other household pets (non-vicious) and aquariums may be kept as long as the pet(s) are not outdoor pets. Any pet that, by reason of noisiness, becomes a nuisance, is prohibited.
 - vi. No signs are allowed on any lot (EXCEPT a "for sale" or "for rent" sign no larger than 2'x4')
 - vii. No temporary structure trailer, tent, garage, out building shall be used at any time. No outbuilding, garage, shed, shack, or other structure, whether temporary or not, shall be allowed EXCEPT: sheds up to 12'x16', one-story, made of wood or wood looking materials upon approval of the Directors.
 - viii. No clothesline. No above-ground swimming pool unless permanent in nature, professionally installed, and approved in writing by Directors. No inground swimming pool unless approved in writing by the Directors. Pools must be surrounded by a privacy fence or have a privacy fence around the yard with a lockable gate.
 - ix. A. Fences or screening must be approved by Directors.
B. Fences shall meet the following standards:
 - 1. Maximum height of 72 inches
 - 2. Fencing shall enclose rear yards only. Must start at the rear corners of the residence and be within 4 inches of the lot lines and lot corners.
 - 3. All fencing shall be:
 - a. wrought iron or aluminum simulated iron
 - b. picket style made of wood or vinyl
 - c. black vinyl coated chain link.
 - 4. Good side of the fence shall face out.
 - 5. Directors MAY require lots to be surveyed to ensure proper fence location.
 - 6. Wood fences shall not be painted but may be stained with approval of Directors.
 - 7. Directors may allow a variance from these requirements for swimming pool and patio fencing.
 - 8. Posts shall be anchored in a base of concrete at least 1 foot 6 inches in the ground.
 - x. No longer applicable

- xi. No exterior solar collector system, wind generator system, or anything similar, without Director approval.
- xii. No exterior antenna, receiving dish, or other device for the transmission or reception of radio/television/other signal (collectively "antenna") shall be erected without Director approval. (Satellite dishes are allowed without said approval.) Requests must meet the following conditions:
 - A. One antenna per lot.
 - B. For personal use only.
 - C. Not be visible from the street.
 - D. Shall pose no hazards.
 - E. Screening may be required.
 - F. Installation must comply with zoning requirements.
 - G. Directors may require any repair, maintenance, landscaping, testing after installation. Failure to comply will result in fines.
 - H. Written permission to install an antenna may be revoked at any time for failure to comply with requirements.
- xiii. No lot shall be re-subdivided.
- xiv. Boats and recreational vehicles may be stored on the properties up to one week. Any period of storage beyond one week must be approved by the Directors. Other personal property (trailers, trucks with a gross vehicle weight of one-ton or more) shall not be stored temporarily or permanently in the open or in an enclosed carport or garage. No motor vehicle of any type shall be parked on the unpaved portion of any lot or on any street overnight (12a.m. until 8a.m.). No personal property shall be parked on any court or on any street ending in a cul-de-sac at any time.
- xv. No garbage can of any kind shall be stored in the open except that such can may be stored outside behind the front edge of the house as long as it is secured and hidden from view. After sunrise on garbage day, the can may be placed on the street and must be retrieved by sundown of the same day.
- xvi. Other than a lawn sprinkler, the owner shall not construct any water or sewer system.
- xvii. No motor vehicle or equipment shall be repaired or serviced in front of or adjacent to any residence. No motor vehicle that is unable to move under its own power and no mobile home, trailer, camper, etc. may remain on any lot other than in an enclosed garage.
- xviii. No nuisance or excessive noise shall be permitted on the common properties.
- xix. No drilling or mining of any kind is permitted on the properties.
- xx. No above-ground structure (other than required street light) may be erected in a cul-de-sac without consent of the Directors.
- xxi. No fences, landscaping, or other structure shall obstruct sight lines.
- xxii. The directors may require a deposit be paid in connection with the construction of any building or structure to ensure debris is removed from the site upon completion.

- xxiii. Driveways shall be concrete and kept in good repair.
- xxiv. All dwellings shall be a minimum of 1000 square feet excluding finished basements, garages, and porches.
- xxv. Structures must be built in observance of recorded building lines.
- xxvi. All front-facing exterior doors must be white or black. Any screen or storm door must match the door behind it.

Section 11

Leases

Each owner has the right to lease or rent the dwelling for single family residential purposes only, provided that no more than 20% of the homes may be leased, subject to the following:

- a. Every lease shall be in writing and shall be subject to this Declarations.
- b. Every proposed lease is subject to Director approval.
- c. Every lease shall appoint the Board of Directors as agent for the owner for the purpose of enforcing the terms of the lease, with the exception of rent.
- d. Every lease shall have an initial term of one year.
- e. Every lease shall be subject to rules as passed by the Directors.

Section 12

General Provisions

- a. No longer applicable
- b. The directors, or any lot owner, shall have the right to enforce any provision of the Declarations
- c. The Declarations may be amended by vote of 2/3 of the owners at a meeting of the owners or by written consent of 80% of the lots.
- d. No longer applicable
- e. Notices required to be sent are deemed properly sent when mailed to the address shown on records of the Bullitt County PVA for the record owner.
- f. The invalidation of any provision of this Declaration does not invalidate any remaining provisions.
- g. No longer applicable.
- h. If it becomes necessary for a public agency to acquire any part of the common properties, the Directors are authorized to negotiate and execute necessary instruments.
- i. If the Federal Housing Administration or the Veterans Administration insure, guaranty, or hold any debt encumbering a lot, such administration shall give prior consent, if consent is required by the administration, for annexation of additional properties, dedication of additional common properties, and amendment of this Declaration.
- j. No longer applicable
- k. No longer applicable.

Brief summary of Articles of Incorporation

The name of the corporation is Twin Eagles Homeowners Association, Inc.

The Corporation has the power to perform all duties set out in the Declarations and the power, right, and privilege to perform all duties allowed by law.

All owners of record shall be members of the Corporation.

A director is not liable to the Corporation of its members for monetary damages unless there was an act or omission 1. in which the Director has a personal financial interest in conflict with the interests of the Corporation; 2. that is not in good faith; 3. That is a vote for a payment of money that then leaves the Corporation unable to pay its debts; or 4. In which the Director received an improper benefit.

The Corporation may enter into contracts with one or more of its Directors. Said contract will not be invalidated because the Director has a financial interest that may conflict with the Corporation.

DISCLAIMER

Each and every lot owner is bound by the restrictions contained within the recorded Declarations and is encouraged to read and become familiar with same. This summary is provided as a reference tool but in no way shall act as a waiver or release of any restriction or requirement stated in the recorded Declarations.

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