

TWIN EAGLES SUBDIVISION  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

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**TWIN EAGLES SUBDIVISION DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

MCBRIDE & SON HOMES LAND DEVELOPMENT, INC., a Missouri Corporation, located at 331 Townepark Circle, Suite 100, Louisville, Kentucky, 40243 (the "Declarant") and the Twin Eagles Homeowners Association, a Kentucky nonprofit corporation, (the "Association") make and declare this Declaration of Covenants Conditions and Restrictions effective as of June 13<sup>th</sup>, 2007.

**RECITALS:**

- A. Declarant is the owner of certain real property located in Bullitt County, Kentucky, which is more particularly described on Exhibit A attached hereto and incorporated herein.
- B. Declarant desires to create on the above-described property a planned residential community to be known as "Twin Eagles" with open spaces, streets, roads, walkways and other common ground and facilities ("Community").
- C. Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which the Community has been established.
- D. Declarant deems it desirable, for the efficient preservation of the values and amenities in the Community, to form a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created.
- E. Declarant has caused to be incorporated under the laws of Kentucky as a nonprofit corporation, Twin Eagles Homeowners Association, Inc. for the purpose of exercising the functions aforesaid.
- F. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration.
- G. This Declaration is not a declaration of horizontal property regime under KRS 381.800 et seq. and the Community shall not be considered a "condominium" for any purposes.

**NOW, THEREFORE,** Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and

shall inure to the benefit of each Owner thereof. The Recitals are incorporated into the body of this Declaration.

1. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Twin Eagles Homeowners Association, a Kentucky nonprofit corporation, and its successors and assigns.

(b) "Board" shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors".

(c) "Common Properties" shall mean and refer to those areas of land owned by the Association for the benefit of the Owners, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of more than one Owner of the Properties, including, without limitation:

(i) open spaces, playgrounds, parking areas within the Common Properties, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, if any;

(ii) all sanitary and storm sewer facilities, including any detention and/or retention basins, and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, as located in any utility easements on a recorded plat, excepting those utilities located within a Lot (unless or until such time that a facility, as described above, has been accepted for maintenance by a municipal or quasi-municipal entity);

(iii) all apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use;

Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling.

(iv) any auxiliary buildings, parks, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use; and

(v) all streets until such time as they have been dedicated to and accepted by the City of Mt. Washington.

(d) "Declarant" shall mean and refer to McBride & Son Homes Land Development, Inc., its successors and assigns if such successors or assigns acquire or succeed to ownership of all Lots which have not been improved with a Single Family Dwelling remaining in the Community and then owned by Declarant for the purpose of development or if Declarant expressly assigns its "Declarant rights" hereunder to such assigns in writing. Notwithstanding the foregoing, at such time that Declarant conveys all or a portion of the Property to McBride & Son Homes Louisville, LLC, a Missouri limited liability company, McBride & Son Homes Louisville, LLC shall be deemed the "Declarant" hereunder.

(e) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.

(f) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

(g) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Property" or "Properties" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(i) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

## 2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(ii) The right of the Directors to promulgate rules and regulations governing the use of Common Properties;

(iii) The right of the Directors to suspend the voting rights and rights to use of the recreational facilities by any members or residents for any period during which any assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any public or quasi-public agency, authority, or utility, only to the extent such public or quasi-public agency, authority or utility accepts such dedication, and subject to such conditions as may be reasonably necessary for the development of the Community provided that, subject to the foregoing exception, no other conveyance or transfer of fee title to all or any of the Common Properties (other than the dedication or conveyance of streets to the City of Mt. Washington, or other municipality or political subdivision) shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of members at a meeting of the members or consented to in writing and signed by members holding at least eighty percent (80%) of the voting power pursuant to Section (6)(k) hereof. The Directors may dedicate, transfer, and/or grant easements over or otherwise affecting the Common Properties to the City of Mt. Washington at their sole discretion.

(vi) The right of the Declarant or other builder-developers to utilize the Common Properties for promotional purposes during periods of development;

(vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties;

(viii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Properties; and

(ix) The right of the Directors and/or Declarant (during such time as Declarant owns a Lot) to annex additional residential and Common Properties to the Community.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community. If residents outside the Community are permitted to use the Common Properties:

(i) No Owner in the Community shall be denied the use of the Common Properties for any reason related to the extension of such privilege to non-residents of the Community;

(ii) All rules and regulations promulgated pursuant to this Declaration with respect to Owners in the Community shall be applied equally to the Owners;

(iii) All rules and regulations promulgated pursuant to this Declaration with respect to non-residents of the Community shall be applied equally to the non-residents;

(iv) At any time after recording of this Declaration, a majority of the residents of the Community, by election duly called, may elect to allow or disallow usage of the Common Properties by non-residents of the Community.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree. Should any portion of any Single Family Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot ("Encroachment"), the Directors are hereby appointed as agent and attorney-in-fact (coupled with an interest) for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance

as may be necessary ("Adjustment/Variance") to allow for said Encroachment and the Directors, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(g) There shall be and hereby is imposed a non-exclusive perpetual easement fifteen (15) feet in width along the rear lot lines and four (4) feet in width along the side lot lines of all Lots for sump pump drainage purposes. Without limiting the generality of any other provision of this Declaration, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and is hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform the foregoing.

(h) The Property including the Lots and Single Family Dwellings thereupon located shall be subject to a perpetual easement in gross to the Directors and the Association, their successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration as well as all maintenance, repair and other tasks which the Directors and/or Association has the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter upon a Lot in order to maintain, service, improve, repair or replace any Common Properties, the Single Family Dwelling, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the sewers, other utilities, pipes, and wires within or upon any Lot which serves another Single Family Dwelling or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Lot without an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

(h) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, as developer of the Community, by this Declaration or by any state, county, municipal or other governmental agency, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such state, county, municipal or other governmental agency.

3. CREATION OF ASSOCIATION

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

(i) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

(A) when Declarant in its sole discretion, so determines

(B) within ninety (90) days following the date when 100 percent (100%) of the Lots which may be developed on the Property or any additional property have been sold by Declarant excepting a single bulk sale to an affiliate of Declarant as contemplated herein; or

(C) January 1, 2017

(c) Upon conversion of Class B membership to Class A membership, Developer shall provide sufficient funds in the Association account so that no less than a three thousand (\$3,000.00) balance in the account is available at the time the conversion occurs.

(d) Rights and Obligations of the Association. Anything to the contrary herein notwithstanding, the Association and the Lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended. Declarant shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this Declaration or the Association's rules and regulations, which duties may include maintenance and grass cutting assignments on the Lots, collection of garbage, maintenance and repair of sewers and streets. All rights reserved by Declarant in this Declaration shall automatically pass to the Association when Class B membership ceases



pursuant to Section 3, CREATION OF ASSOCIATION and thereafter any reference to Declarant shall be construed to mean the Association.

4. DURATION

The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power, pursuant to Section 6(k) hereof, may terminate the Declaration or release all of the Properties restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Clerk of Bullitt County, Kentucky, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter. The provisions of this section related to amendment shall not apply to Section 2(b), Section 3(c) and Section 8(a)(xxv) which provisions shall only be amended with the permission of the Bullitt County Planning Commission or its successor or assign.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated. Any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within 21 years of the death of the last to survive of the now living descendants of George H. W. Bush, 41<sup>st</sup> President of the United States of America, or such longer vesting period as is allowed by law.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5(e) below; and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of \$300 for purposes of providing working capital for the Association; such assessment to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectible and enforceable in accordance with this Section 5.

(b) Any and all annual and special assessments, and charges as provided in this Section 5 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and/or required, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision

thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power, or the approving vote of two-thirds (2/3) of the vote of each class of members who are voting, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(ii) In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special assessment, without a vote of the members, for the construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities including, but not limited to, retention and detention ponds. The assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate public body, agency or utility company.

(iii) In addition to other special assessments authorized under this Subsection (d), the Directors may also make a separate special assessment pursuant to this paragraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of the City of Mt. Washington. Specifically, but not by way of limitation, the Board of Directors may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(iv) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and/or Lot(s) for all costs and expenses incurred, including costs of collection,

interest, attorney's fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants, or (iii) removal of unapproved or unauthorized signage erected anywhere on the Properties. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The initial annual assessment for each Lot shall be three hundred (\$300.00) dollars. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Subject to requisite member approval as set forth herein, special assessments shall be made by the Directors upon thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any charge or assessment imposed by the Association, with the exception of an assessment under Section 5(e) hereof, shall be divided among Owners on the basis of an equal amount per Lot.

(iv) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Bullitt County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(v) The failure or delay of the Directors to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All Lots owned by the Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale).

(iii) Any Lot located within lands added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(1) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS

(a) The Board of Directors of the Association shall consist of three (3) members. The original directors are Troy Finsel ("Director 1"), Steve Raiche ("Director 2") and Jason Thompson ("Director 3"). During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

(b) Until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Declaration to persons or entities or other than a successor builder or developer, the following procedure for designating successor Directors shall be followed:

(i) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 1, or his appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(ii) After Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 2, or his appointed successor Director shall resign and his or her successor shall be elected by the members other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 6(c) following.

(iii) After Declarant has sold and conveyed one hundred percent (100%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 3, or his appointed successor Director shall resign and his or her successor shall be elected by the members of the Association at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members of the Association under the provisions of Section 6(c) following.

(iv) Declarant, in its sole discretion, may (but shall not be required to) appoint a second and/or third Director from the membership of the Association prior to the time designated for election of a second and/or third Director as set out in Sections 6(b)(ii) and (iii) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Declaration to elect an Owner or Owners to be the nominee(s) for Director(s) to be appointed by the Declarant under the provisions of this subsection (iv). In the event the Declarant does appoint the nominee(s) elected by the Association as the second and/or third Director(s) prior to the time set forth in Sections 6(b)(ii) and (iii) above, then such nominee(s) shall become a Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such nominee(s) were elected pursuant to the provisions of Sections 6(b)(ii) and (iii), and no Director(s) shall be elected by the members under the provisions of Sections 6(b)(ii) and (iii) and the appointed nominee(s) shall serve as Director(s) until all Directors are elected by the Owners under the provisions of Section 6(c). The Declarant shall exercise its option to appoint the Association nominee(s) by recording a written instrument evidencing the exercise of such option in the St. Louis County, Missouri land records.

(c) After Declarant has sold and conveyed all of the Lots which may be subjected to this Declaration other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then acting Directors shall resign; and

(ii) At a special meeting of the members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(c)(ii), each successor Director must be a member, and shall be elected by members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the members.

(d) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to

serve as Vice-President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

(e) There shall be an annual meeting of the Association (subject to the provisions of Section 6(j) hereof) to be held on the first Saturday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Louis. No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

(f) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its



trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

(g) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

(h) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the members in lieu of a meeting.

(i) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(j) For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and/or advising the Directors concerning the status and operation of the Properties. Such advisory board may hold informal meetings of members if so desired by the advisory board, but such meetings are not required.

(k) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members, if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents,

signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Properties.

8. ARCHITECTURAL CONTROL

(a) From and after such time as a Lot becomes subject to assessments as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, other than a Lot owned by Declarant, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any Lot, other than a Lot owned by Declarant, be made, until all plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location of the same entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owners shall bear the responsibility for the maintenance of any Owner constructed improvement authorized under this Section 8.

(b) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(c) All additions, alterations and improvements to the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

9. DIRECTORS' DUTIES AND POWERS

The Directors shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(d) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the

subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(e) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency and grant easements to any party over or otherwise affecting Common Properties.

(f) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(g) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(h) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Properties, and for any Owners, or Owners principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Properties.

(i) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(j) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

(k) With regard to all property, real, personal or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Directors' powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with such property, in all respects, limited only as provided in this Declaration or by law.

(1) In the event it shall become necessary for any public agency to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency subject to the provisions of Section 2(a)(v). Should acquisitions by eminent domain become necessary, only the Directors need be made parties, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Directors for the benefit of the Owners of the Lots subject hereto.

(m) The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(n) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(o) Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, as applicable, and any other governmental entity of which the Properties

may become a part. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(p) At the discretion of the Directors, the Directors may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(q) The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on the street corners and/or median within the street right-of-way and adjacent easements as may be shown on any recorded subdivision plat of the Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned corners, median and/or easements. If required to do so in writing by St. Louis County or appropriate governmental entities, the Directors shall within thirty (30) days of receipt of the aforementioned request, remove the entry monuments from the aforementioned street corners and/or medians.

(r) The Directors may remove any signage erected or constructed anywhere within the Properties which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

#### 10. USE RESTRICTIONS

(a) The following restrictions shall apply to all portions of the Properties, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Directors. No residence, other than one Single Family Dwelling, may be constructed on each Lot.

(ii) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(iii) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(iv) Each Owner shall maintain and keep his Lot in good order and repair.

(v) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by a successor builder-developers in connection with the development of the Properties and the sale, rental, and/or construction of improvements on the Lots.

(vii) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Properties.

(viii) No clothesline, and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties without the prior written approval of the Directors.

(ix) (A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material and height, and the decision of the Directors to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Properties or (ii) affect or limit the rights of Declarant to erect privacy fences pursuant to Section 2(i) hereof. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(B) The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interest of the subdivision, in which case the Directors are authorized to approve fencing which does not strictly conform to the requirements herein.

(1) Maximum height of 48" for full perimeter fencing.

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors.

(3) All fencing shall be:

(a) Wrought iron or aluminum simulated wrought iron; or

(b) Picket style made of wood or vinyl.

(4) All fences shall be installed with the good side facing out.

(5) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(6) All wood fences shall remain in their natural state, that is, they cannot be painted a color.

(7) The Directors may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Directors' discretion to comply with laws and code and to prevent hardship.

(8) All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.

(x) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Properties and building residences and selling the same.

(xi) No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8 hereof.



(xii) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Property except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:

(A) No more than one Antenna shall be allowed per Lot.

(B) The Antenna shall be for the personal use of the Owner or resident.

(C) The Antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner Lots). The Antenna shall be disguised to resemble structures, devices or improvements otherwise allowed in the Community.

(D) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot Owner or the neighboring Lots. The Directors may require, in their sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.

(E) The Directors or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this Section.

(F) All installations must comply with local zoning requirements and building codes if applicable.

(G) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it in law or equity.

(H) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and his/her/its successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.

(xiii) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.

(xiv) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of one (1) ton, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport or garage on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street "overnight". For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M. No personal property, including, without limitation, boats, trailers, automobiles, trucks, campers and recreational vehicles shall be parked at any time on any court or in any street that ends in a cul-de-sac.

(xv) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

(xvi) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or developer. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(xvii) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Properties or the Lots other than in an enclosed garage.

(xviii) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

(xvix) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

(xx) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the Directors.

(xxi) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.

(xxii) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure in the Property approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

(xxiii) All driveways serving Single Family Dwellings shall be concrete. The Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the Owner of the Single Family Dwelling has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with Section 5.

(xxiv) All Single Family Dwellings shall have a minimum floor area of at least one thousand (1,000) square feet, excluding finished basements, garages and porches.

(xxv) No structure shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded plat, except, if permitted under applicable law and regulations, bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.

(xxvi) All homes on Lots 15, 30, 33, 43 and 50 shall have at least 80% brick on all sides of the home facing a public street, with architectural accents of vinyl, wood, stone or other building materials as approved by Declarant in writing. All front-facing exterior doors, excluding garage doors, shall either be colored black or white, and any screen or storm door on any residence shall be the same color as the main door behind it.

11. LEASES

Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Directors shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Kentucky. The Directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of one (1) year.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

12. GENERAL PROVISIONS

(a) Any subsequent builder or developer shall be responsible in the same manner as Declarant with respect to that portion of the Properties developed by said builder-developer for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation

or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Clerk of Bullitt County, Kentucky, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

(c) This Declaration and the provisions herein may be amended, modified or changed from time to time by Declarant, so long as Declarant owns a Lot, by recording such amendment in the Office of the Clerk of Bullitt County, Kentucky. Thereafter, subject to the requirements of Section 4, this Declaration and any part thereof may be altered or amended, by a written agreement approved by the vote of two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members owning at least eighty percent (80%) of the Lots; and such written alteration or amendment, recorded with the Office of the Clerk of Bullitt County, Kentucky, shall become a part of the provisions and restrictions of this Declaration. In addition, so long as Declarant owns a Lot, the Directors may amend this Declaration by written amendment signed by two-thirds (2/3rds) of the Directors and recored with the Office of the Clerk of Bullitt County, Kentucky. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) In connection with the sale of all or part of the Properties subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

(e) Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of Bullitt County or any appropriate municipality for each Owner.

(f) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association as set out in Section 6(b)(iv) above thereby giving the Association control of the Directors, the Declarant and/or successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Directors shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment pursuant to Section 6(b)(iv) and prior to the date Declarant has sold and conveyed 95% of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or developer, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(h) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Directors or Association, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and in any event, the proceeds received shall be held by the Directors for the benefit of those entitled to the use of the common property, roads or easements.

(i) The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration to the extent such agency(ies) insure, guaranty or hold any debt secured by a mortgage, deed of trust or other security interest

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encumbering a Lot and such consent is required by such agency(ies): Annexation of additional properties, dedication of additional Common Properties, and amendment of this Declaration.

(j) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

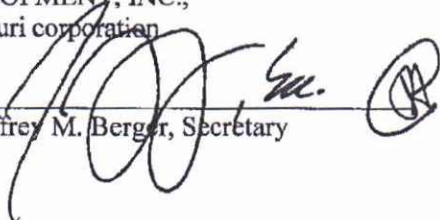
(k) Declarant, so long as Declarant owns a Lot, and/or the Directors, at any time, shall have the right, without consent of the Directors (in the case of Declarant), or Owners, to amend the Declaration to delete any portion of the Properties subject hereto which is owned by Declarant (provided Declarant approves such deletion in writing) or add any property to the Properties subject hereto which is contiguous to the Properties and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant or the Directors as the case may be.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

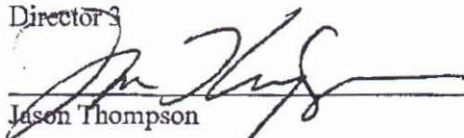
DECLARANT:  
MCBRIDE & SON HOMES LAND  
DEVELOPMENT, INC.,  
a Missouri corporation

CONSENT OF THE DIRECTORS OF  
TWIN EAGLES HOMEOWNERS'  
ASSOCIATION,  
a Kentucky nonprofit corporation

By:   
Jeffrey M. Berger, Secretary

Director 1:  
  
Troy Finsel

Director 2:  
  
Steve Raiche

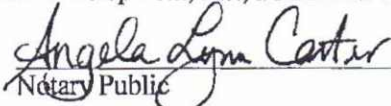
Director 3:  
  
Jason Thompson

Being all of the Directors

STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF ST. LOUIS    )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 11<sup>th</sup> day of July, 2007, Jeffrey M. Berger, Secretary of McBride & Son Homes Land Development, Inc., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of McBride & Son Homes Land Development, Inc., a Missouri corporation.

My Commission expires:

  
Notary Public





STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 13<sup>th</sup> day of July, 2007, Troy Finsel, Director of Twin Eagles Homeowners Association, Inc., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Twin Eagles Homeowners Association, Inc.

My Commission expires: December 27, 2008

  
\_\_\_\_\_  
Notary Public, State at Large, Kentucky

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON)

**STEVEN RAICHE**  
**NOTARY PUBLIC**  
**STATE OF KENTUCKY**

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 13<sup>th</sup> day of July, 2007, Steve Raiche, Director of Twin Eagles Homeowners Association, Inc., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Twin Eagles Homeowners Association, Inc.

My Commission expires: Nov. 18, 2007.

  
\_\_\_\_\_  
Notary Public, State at Large, Kentucky

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 13 day of July, 2007, Jason Thompson, Director of Twin Eagles Homeowners Association, Inc., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Twin Eagles Homeowners Association, Inc.

My Commission expires: December 27, 2010

  
Notary Public, State at Large, Kentucky

**STEVEN RAICHE  
NOTARY PUBLIC  
STATE OF KENTUCKY**

LENDER CONSENT

The undersigned, Bank of America, N.A., holder of a Mortgage on the Properties described in the foregoing Declaration which Mortgage is recorded in Book 1145 Page 0113 of the Office of the Recorder of Deeds for Bullitt County, Kentucky, does hereby consent to and subordinate its Mortgage to the foregoing Declaration.



Bank of America, N.A.,  
a National Banking Association

By: Donn Hackmann  
Donn Hackmann, Senior Vice President

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF ST. LOUIS    )

On this 11<sup>th</sup> day of July, 2007, before me personally appeared Donn Hackmann, to me known, who being by me duly sworn did say that he is the Senior Vice President of Bank of America, N.A., a National Banking Association, and that the foregoing instrument was executed by Donn Hackmann by authority of its Board of Directors; and said Donn Hackmann acknowledged said instrument to be the free act and deed of said Association.

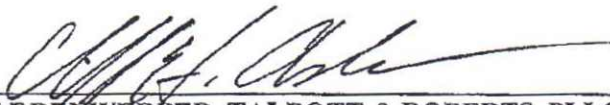
IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Amy M. Cordeal  
Notary Public

My term expires: September 16, 2009

<p><b>AMY M. CORDEAL</b> Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: Sept. 16, 2009 My Commission #05511277</p>
---

THIS INSTRUMENT PREPARED BY:



**BARDEWERP, TALBOTT & ROBERTS, PLLC**  
8311 Shelbyville Road  
Louisville, KY 40222  
(502) 426-6688

BK0696PG075.II

EXHIBIT A

LEGAL DESCRIPTION

Being Lots 1-50 and Open Space Lots 51 and 52 of the Twin Eagles Subdivision Plat, Section 1 prepared by Mindel, Scott & Associates, Inc. dated July 2007 of record in Plat Book 3, Page 135 in the office of the clerk of Bullitt County, Kentucky.  
*CABINET SLIDE*

Being a portion of property acquired by McBride & Son Homes Land Development, Inc. (Declarant) in deed of record in Deed Book 688, Page 140 in the office of the clerk aforesaid.

RECORDED  
201 JUL 15 PM 3:29  
BY *Sublett* J.C.

BK0696PG0752

B-2#4

01-11213547-02R

✓ WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
830 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

FIRST AMENDMENT TO TWIN EAGLES SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO TWIN EAGLES SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made and executed this 30th day of April, 2012 by McBride & Son Homes Louisville, LLC, a Missouri limited liability company ("Declarant").

WHEREAS, McBride & Son Homes Land Development, Inc. ("Original Declarant") recorded that certain Twin Eagles Subdivision Declaration of Covenants, Conditions and Restrictions dated July 13, 2007 in Book 696, Page 716 of the Bullitt County land records (the "Declaration") against the property described on Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, the Original Declarant conveyed a portion of the Property to Declarant, and therefore, pursuant to Section 1(d) of the Declaration, McBride & Son Homes Louisville, LLC became the Declarant;

WHEREAS, Declarant owns a Lot;

WHEREAS, pursuant to Section 12(c) of the Declaration, Declarant is authorized to amend the Declaration so long as Declarant owns a Lot; and

WHEREAS, Declarant, by this Amendment, desires and intends to amend the Declaration in accordance with the aforesaid rights as set forth hereinbelow.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the Declaration and herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to the right and authority granted in the Declaration, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above and the exhibits attached hereto are incorporated into this Amendment by reference in their entirety.
2. The Declaration is hereby amended by inserting the following as Section 12(1) at the end of Section 12:

BULLITT COUNTY  
D803 PG151

1829151.1 / 68658.1

B-2#4

01-11213547-02R

✓ WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
630 SOUTH MAIN STREET  
SUITE 1001  
AKRON, OH 44311

FIRST AMENDMENT TO TWIN EAGLES SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO TWIN EAGLES SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made and executed this 20th day of April, 2012 by McBride & Son Homes Louisville, LLC, a Missouri limited liability company ("Declarant").

WHEREAS, McBride & Son Homes Land Development, Inc. ("Original Declarant") recorded that certain Twin Eagles Subdivision Declaration of Covenants, Conditions and Restrictions dated July 13, 2007 in Book 696, Page 716 of the Bullitt County land records (the "Declaration") against the property described on Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, the Original Declarant conveyed a portion of the Property to Declarant, and therefore, pursuant to Section 1(d) of the Declaration, McBride & Son Homes Louisville, LLC became the Declarant;

WHEREAS, Declarant owns a Lot;

WHEREAS, pursuant to Section 12(c) of the Declaration, Declarant is authorized to amend the Declaration so long as Declarant owns a Lot; and

WHEREAS, Declarant, by this Amendment, desires and intends to amend the Declaration in accordance with the aforesaid rights as set forth hereinbelow.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the Declaration and herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to the right and authority granted in the Declaration, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above and the exhibits attached hereto are incorporated into this Amendment by reference in their entirety.
2. The Declaration is hereby amended by inserting the following as Section 12(l) at the end of Section 12:

BULLITT COUNTY  
D803 PG151

1829151.1/6865K.1

Notwithstanding anything to the contrary contained in this Declaration, including Section 12(d) of the Declaration, in connection with any assignment of any or all of the special rights and obligations of Declarant set forth in the Declaration to a party who is not an affiliate of the Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title following foreclosure of a mortgage, such successor may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all such Declarant rights to any person acquiring title to one or more Lots owned by the successor, or until recording an instrument permitting exercise of all those rights, such successor may not exercise any such Declarant rights under this Declaration other than any right held by his transferor to vote as a Class B member in accordance with the provisions of Section 3 for the duration of the period specified therein or to designate or remove Directors in accordance with Section 6, and any attempted exercise of such rights is void. So long as such successor may not exercise Declarant rights under this subsection except as specifically allowed herein, such successor shall not be subject to any liability or obligation as a Declarant under this Declaration.

3. All other provisions of the Declaration remain in full force and effect.
4. Capitalized words and phrases used but not specifically defined in this Amendment shall be given the meaning set forth in the Declaration.
5. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall prevail and control.
6. Declarant hereby represents and warrants that the person signing this Amendment on behalf of Declarant is duly authorized to execute and deliver this Amendment and to legally bind the party on whose behalf this Amendment is signed to all of the terms, covenants and conditions contained in this Amendment.

*[the remainder of this page is intentionally blank]*

BULLITT COUNTY  
D803 PG152

1829151.1 / 6865R.1





EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SITUATED IN THE COUNTY OF BULLITT, STATE OF KENTUCKY:

BEING LOTS 1-50 AND OPEN SPACE LOTS 51 AND 52 OF THE TWIN EAGLES  
SUBDIVISION PLAT, SECTION 1, PREPARED BY MINDEL, SCOTT & ASSOCIATES,  
INC. DATED JULY 2007 OF RECORD IN PLAT CABINET 3, SLIDE 135 IN THE OFFICE  
OF THE CLERK OF BULLITT COUNTY, KENTUCKY.

1829151.1

BULLITT COUNTY  
D803 PG154

---

This Instrument was prepared by:

Christy L. Abbott

Christy L. Abbott, Esq.  
Lewis, Rice & Fingersh, L.C.  
600 Washington Ave., Suite 2500  
St. Louis, MO 63101  
(314) 444-7600

DOCUMENT NO: 454366  
RECORDED: June 04, 2012 11:11:00 AM  
TOTAL FEES: \$22.00  
COUNTY CLERK: KEVIN MOONEY  
DEPUTY CLERK: BEVERLY BOWLING  
COUNTY: BULLITT CO CLERK  
BOOK: 0803 PAGES: 151 - 155

BULLITT COUNTY  
D803 PG155

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
TWIN EAGLES SUBDIVISION  
BULLITT COUNTY, KENTUCKY**

**MAILED TO:  
PREPARER**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN EAGLES SUBDIVISION ("Amendment") is entered into and effective as of April 19, 2013 by **DOMINION HOMES OF KENTUCKY, LTD.**, a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Developer").

**RECITALS:**

A. Developer's predecessor-in-interest has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to Twin Eagles Subdivision dated as of July 13, 2007, of record in Deed Book 696, Page 717, in the Bullitt County Clerk's office, as amended by a First Amendment dated April 30, 2012, of record in Deed Book 803, Page 151, in the office aforesaid.

B. Developer has acquired all rights of the "Developer" under the Declaration pursuant to a Quitclaim Assignment dated April 19, 2013, of record in Deed Book 825, Page 62, in the office aforesaid.

C. Section 12(c) of the Declaration provides that the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in Declaration, as long as Developer owns a Lot.

D. Developer now desires to amend the Declaration, as described herein.

E. Certain capitalized terms not defined herein shall have the same meaning ascribed to them in the Declaration.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the above recitals, Developer hereby declares as follows:

1. **LOCATION.** Any and all references contained in the Declaration to "St. Louis County, Missouri" are hereby changed to "Bullitt County, Kentucky".

2. **EXTERIORS OF HOMES.** The first sentence of Section 10(a)(xxvi), which requires homes on Lots 15, 30, 33, 43 and 50 to contain at least 80% brick on all sides of the homes facing a public street, is hereby deleted in its entirety.

3. **LEASES.** Section 11 of the Declaration, regarding leases of Single Family Dwellings for single family residential purposes, is hereby amended to provided that notwithstanding the provisions of Section 11 or any other provision of the Declaration, in no event shall more than

BULLITT COUNTY  
D830 PG425

**Return To:**  
**Cheryl Voll, Paralegal**  
**Bingham Greenebaum Doll LLP**  
**300 W. Vine Street, Suite 1100**  
**Lexington, KY 40507**

BGD 14553362.1  
April 24, 2013

20% of the total number of Single Family Dwellings be leased (i.e., the aggregate amount of homes that are leased shall not exceed 20% of the total number of homes).

4. RATIFICATION. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the Developer as of the date noted above:

DOMINION HOMES OF KENTUCKY, LTD.

By: Dominion Homes of Kentucky GP, LLC

By: [Signature]

Title: SVP DIVISION MANAGER

("Developer")

COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 28 day of June, 2013, by MIKE ARCHER, as DIVISION MANAGER of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., on behalf of the limited partnership.

My commission expires: 11/20/2016

Tressa Bivens  
NOTARY PUBLIC

This instrument was prepared by:

Tandy C. Patrick  
Tandy C. Patrick, Esq.  
Bingham Greenebaum Doll LLP  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
(502) 589-4200

TRESSA BIVENS  
NOTARY PUBLIC  
Kentucky, State At Large  
My Commission Expires 11/20/2016

DOCUMENT NO: 514354  
RECORDED: July 09, 2013 04:55:08 PM  
TOTAL FEES: \$13.00  
COUNTY CLERK: KEVIN MOONEY  
DEPUTY CLERK: BEVERLY BOWLING  
COUNTY: BULLITT CO CLERK

BOOK: D830 PAGES: 425 - 426

14553362\_1.docx

**ARTICLES OF INCORPORATION**  
**OF**  
**TWIN EAGLES HOMEOWNERS ASSOCIATION,**

Trey Grayson  
Secretary of State  
Received and Filed  
07/20/2007 10:29:21 AM  
Fee Receipt: \$8.00

024833

The undersigned incorporator of Twin Eagles Homeowners Association, Inc., has executed these articles of incorporation for the purpose of forming and does hereby form a non-stock, nonprofit corporation under the laws of the Commonwealth of Kentucky in accordance with the following provisions:

**ARTICLE I**

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

**ARTICLE II**

The purpose of the corporation shall be to provide for the maintenance of common areas within that certain development known as "Twin Eagles", a subdivision described in the records of the Bullitt County Planning Commission and of record in the Office of the Clerk of Bullitt County, Kentucky, and to promote the health, safety and welfare of the Lot Owners within Twin Eagles Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of the corporation for this purpose and to:

(a) Exercise all the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in certain Declarations of Covenants, Conditions and Restrictions applicable to Twin Eagles and recorded in the Office of the Clerk of Bullitt County, Kentucky, as the same may be amended from time to time as therein provided;

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the Commonwealth of Kentucky by law may now or hereafter have or exercise; and

(c) Exercise any other activity necessary, proper, convenient, or desirable in order to fulfill and further the foregoing.

**ARTICLE III**

The corporation is to have perpetual existence.

**ARTICLE IV**

The street address of the initial registered office of the corporation in the Commonwealth of Kentucky is 8311 Shelbyville Road, Louisville, Kentucky 40222, and the name of the initial registered agent of the corporation at such address is Clifford H. Ashburner, Attorney at Law. The mailing address of the principal office of the corporation is 331 Townepark Circle, Suite 100, Louisville, Kentucky 40243.

## ARTICLE V

All owners of record of lots in Twin Eagles shall be members of the corporation, and membership in the corporation shall be limited to such owners of record of lots. Membership in the corporation shall terminate when a person is no longer the owner of record of a lot. Subject to the foregoing, admission to and termination of membership and the voting rights of members shall be more particularly governed by the Declaration of Covenants, Conditions and Restrictions for Twin Eagles and the Bylaws for the corporation.

## ARTICLE VI

The name and address of the incorporator is Clifford H. Ashburner, 8311 Shelbyville Road, Louisville, Kentucky 40222.

## ARTICLE VII

The initial board of directors of the corporation shall consist of 3 persons who shall serve until the first annual meeting of the members of the corporation. The names and addresses of said directors are:

<u>Name</u>	<u>Address</u>
Troy Finsel	331 Townepark Circle, Ste. 100 Louisville, KY 40243
Steve Raiche	331 Townepark Circle, Ste. 100 Louisville, KY 40243
Jeff Berger	#1 McBride & Son Center Drive Chesterfield, MO 63005

At the first annual meeting of the members of the corporation, 5 members of the Board of Directors shall be elected. Thereafter, the affairs of the corporation shall be conducted by a Board of Directors of not less than three persons nor more than the number of persons specified in the bylaws for the corporation.

## ARTICLE VIII

A director shall not be liable to the corporation or its members for monetary damages for any act or omission constituting a breach of his duties as a director unless such act or omission (1) is one in which the director has a personal financial interest which is in conflict with the financial interests of the corporation or its members; (2) is not in good faith or involves intentional misconduct or is known to the director to be a violation of law; (3) is a vote for or assent to a distribution made in violation of these articles of incorporation or which renders the corporation unable to pay its debts as they become due in the usual course of business or which results in the corporation's total liabilities exceeding its total assets; or (4) is a transaction from which the director derived an improper personal benefit.

If the Kentucky Revised Statutes are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Revised Statutes, as so amended. Any repeal or modification of this Article by the members of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

#### ARTICLE IX

The Corporation shall indemnify any person who was or is a party of, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that she/he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; except that with respect to an action by or in the right of the Corporation, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. Such indemnification shall be made to the full extent permitted by Kentucky law.


#### ARTICLE X

The Corporation may enter contracts or transact business with one or more of its directors, officers or members, or with any firm with which one or more of them are stockholders or members, or with any corporation or association in which any of them is a member, stockholder, director or officer, and such contract or transaction shall not be invalidated or affected by the fact that such director, officer or member has, or may have, an interest therein which is or might be adverse to the interests of the Corporation, even though the vote of the director, officer or member having such adverse interest shall be necessary to obligate the Corporation upon such contract or transaction; and no director, officer or member having such adverse interest shall be liable to the Corporation or to any member or creditor thereof, or to any person for any loss incurred by it, or them, under or by reason of, any such contract or transaction; nor shall any such director, officer or member be accountable for any gain or profit realized thereon; PROVIDED, HOWEVER, that such contract or transaction shall, at the time it was entered into, have been a reasonable one and shall have been upon such terms as, at that time, were fair.

Any contract, transaction or act of the Corporation or of the directors which shall be ratified by a majority of a quorum of the members then entitled to vote at any annual meeting or at any special meeting called for such purpose shall, insofar as permitted by law and by these Articles of Incorporation, be as valid and binding as those ratified by every stockholder of the Corporation.



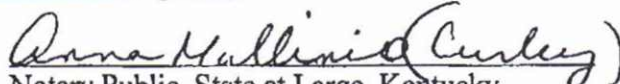
IN TESTIMONY WHEREOF, witness the signature of the sole incorporator this 11<sup>th</sup> day of July, 2007.

  
Clifford H. Ashburner


COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

I, the undersigned notary public in and for the State and County aforesaid, do hereby certify that Clifford H. Ashburner personally appeared before me and, after having been duly sworn, declared, acknowledged, and verified the foregoing to be the Articles of Incorporation of Twin Eagles Homeowners Association, Inc., this 11<sup>th</sup> day of July, 2007.


My commission expires: Oct 22, 2008

  
Notary Public, State at Large, Kentucky

**THIS INSTRUMENT PREPARED BY:**

  
Clifford H. Ashburner  
**BARDENWERPER, TALBOTT & ROBERTS, PLLC**  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

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AJM -Rev. 7/11/2007 1:32 PM

DEED TAX  
LOGS AND RECORDS  
2007 JUL 25 PM 3:30  
KEVIN MCDONNELL  
BULLITT COUNTY CLERK  
BY   
FEE PD. ST. CLK 1400

BOOK **0015** PAGE **815**

THIRD AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
TWIN EAGLES SUBDIVISION  
BULLITT COUNTY, KENTUCKY

This Third Amendment (hereinafter, "Amendment") to the Twin Eagles Declaration of Covenants, Conditions, and Restrictions (hereinafter, "Declaration") is entered into effective as of June 6, 2016 by 2/3 majority vote of the Owners of the lots within the Twin Eagles Subdivision.

Whereas, section 12(c) of the Declaration allows for the Declaration to be altered or amended by a vote of 2/3 of the Owners of lots at a meeting of the Owners; and

Whereas, said vote did take place on June 6, 2016 with 2/3 approval of the following amendments:

1. Section 10(v) is amended to read, "No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle, or livestock of any kind, shall be brought onto or kept on any portion of the Properties, except that dogs, cats, and other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot as long as said pet is not an outdoor pet. 'Outdoor' meaning the pet is primarily kept outside. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited."
2. Section 10(vii) is amended to read, "No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No outbuildings, detached garages, sheds, shacks, or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Properties except as follows: sheds up to 12'x16' and no more than one-story, made of wood or wood-looking materials will be allowed provided they are maintained under the same restrictions as the primary residence. No shed may be placed or constructed upon any Lot without prior written approval from the Directors. All city and county ordinances must also be followed."
3. Section 10(viii) is amended to read, "No clothesline shall be allowed, constructed, or placed on any Lot in any portion of the Properties. No above-ground swimming pool shall be allowed, constructed, or placed on any Lot except above-ground swimming pools that are permanent in nature, professionally installed, and approved in writing by the Directors prior to installation. No in-ground swimming pools shall be allowed, constructed, or placed on any Lot in any portion of the Properties without the prior written approval of the Directors. All pools must either be surrounded by a privacy fence or have a privacy fence

around the yard with a lockable gate. All city and county ordinances must also be followed.”

4. Section 10(ix)(B)(1) is amended to read, “Maximum height of 72 inches (6 feet) for all perimeter fencing.”
5. Section 10(ix)(B)(3) is amended to read, “All fencing shall be”
  - a. Wrought iron or aluminum simulated wrought iron; or
  - b. Picket style made of wood or vinyl; or
  - c. Black vinyl coated chain link.”
6. Section 10(ix)(B)(6) is amended to read, “Wood fences may be stained an appropriate wood color with prior written approval of the Directors. Fences may not be painted.”
7. Section 10(xii) is amended to remove “satellite dish” from the list of prohibited items. The remainder of Section 10(xii) shall remain as originally written.
8. Section 10(xiv) is amended to read, “Boats and recreational vehicles may be temporarily placed or stored for one week on the property but shall not be permitted to block any sidewalk. Should any boat or recreational vehicle need to remain on the property for longer than one week, the owner shall request an extension of time from the Directors. Other personal property, including without limitation, trailers, trucks with a gross vehicle weight in excess of one-ton, shall not be placed or stored permanently or temporarily in the open or in an enclosed carport or garage on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street ‘overnight’. For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 a.m. and 8:00 a.m. No personal property, including without limitation, boats, trailers, automobiles, trucks, campers and recreational vehicles shall be parked at any time on any court or in any street that ends in a cul-de-sac.”
9. Section 10(xv) is amended to read, “No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot except that such a can or receptacle may be stored outside behind the front edge of the house on each Lot as long as same is secured and hidden from view. After sunrise on the day designated for trash pick-up, trash, garbage, rubbish, refuse, and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured as allowed herein prior to sundown of the same day.”

All other provisions of the Declaration remain in full force and effect.

In the event there is a conflict between the Declaration and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Directors have caused these presents to be duly executed as of the day and year first above written.

DIRECTORS:

Frederick M. Marvin  
FREDERICK M. MARVIN, PRESIDENT

Sabrina Corbin  
SABRINA CORBIN, VICE PRESIDENT

Angie Kordis  
ANGIE KORDIS, SECRETARY

STATE OF KENTUCKY  
COUNTY OF BULLITT

SUBSCRIBED AND SWORN TO before me by Frederick M. Marvin on this the 12 day of ~~June~~, 2016.

July

Maude Beuker  
Notary Public, State at Large  
My commission expires: 12-1-2017  
#500498

STATE OF KENTUCKY  
COUNTY OF BULLITT

SUBSCRIBED AND SWORN TO before me by Sabrina Corbin on this the 13 day of ~~June~~, 2016.

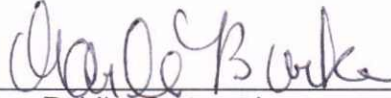
July

Sandy L Moore  
Notary Public, State at Large  
My commission expires: 9/7/16

STATE OF KENTUCKY  
COUNTY OF BULLITT

SUBSCRIBED AND SWORN TO before me by Angie Kordis on this the 12 day of  
~~June~~, 2016.

July

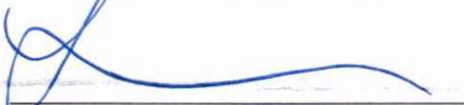


Notary Public, State at Large

My commission expires: 12-1-2017

# 500498

This Instrument prepared by:



Hon. Tammy R. Baker  
295 South Buckman Street  
P.O. Box 1158  
Shepherdsville, Kentucky 40165  
(502)543-1883  
tbaker@tammybakerlaw.com

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