# AMENDED DECLARATIONS, RESTRICTIONS RULES AND REGULATIONS OF

EAGLE CREEK SUBDIVISION ASSOCIATION, INC.

WHEREAS, the By-Laws of the Eagle Creek Subdivision Association, Inc. shall remain in full force and effect as if rewritten herein. A copy of the By-Law is attached hereto and incorporated herein by reference.

WHEREAS, the Declarant is the Eagle Creek Subdivision Association, Inc., through its Board of Directors, and desires to amend the Declarations and Restrictions, Rules and Regulations of the Eagle Creek Subdivision Association, Inc., thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property in the Association hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefits of said property and the subsequent owners thereof, and;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering of the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Eagle Creek Subdivision Association, Inc. is a non-profit Kentucky Corporation for the purpose of carrying out the powers and duties aforesaid; NOW, THEREFORE, the Declarant hereby declares that all of the properties within Eagle Creek Subdivision Association, Inc. 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 insure to the benefit of each owner thereof.

### ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

- [a] "Association" shall mean and refer to the Eagle Creek Subdivision Association, Inc. and its successors and assigns.
- [b[ "Owner" shall mean and refer to the recorded owner whether one or more persons, of a fee simple title on any lot which is a part of the properties.
- [c[ "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.



- [d] "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plats or map of the property or recorded subdivision thereof with exception of the common areas and community facilities as recorded at the Owen County Clerk's Office, Owenton, Kentucky.
- [e] "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members, including arterial streets
- [f] "Living Unit" shall mean and refer to any portion of a building situated upon the property designated and intended for use and occupancy.
- [g] "Members" shall mean and refer to all those who are owners according to Deed of Property within Eagle Creek Subdivision Association, Inc. Any lot owner is a member of the Association.

## ARTICLE II

Section 1. Property Subject to Declaration The real property which is, and shall be held, conveyed, deeded subject to this Declaration and is located in the County of Owen, Commonwealth of Kentucky, of Eagle Creek and is more particularly described by plats in the Owen County Clerk's Records, Owenton, Kentucky.

## ARTICLE III

Section 1 Purposes and Objects To cooperate with the owners of all improved and unimproved lots and plots now existing or that hereafter shall exist in the tract in keeping them in good order and condition in preventing them from becoming a nuisance and a detriment to the beauty of Eagle Creek. The Board of Directors after receiving a signed written complaint from another property owner, shall issue a written complaint giving the owner of the lot in question thirty [30] days to take corrective action. After the thirty day period the Board of Directors shall have the right to take corrective legal action and bill the owner all necessary charges incurred in the corrective action.

- [a] To aid and cooperate with the members of this Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as may other conditions, covenants, and restrictions as shall hereinafter be approved by a majority vote of the members of the Associations.
- [b] In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the owners of any portion of Eagle Creek Subdivision and their property interest therein.
- [c] To arrange social and recreational functions for its member.
- [d] To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.
- [e] This Association shall not engage in political activity or pursue political purposes of any kind or character.

## ARTICLE IV

Section 1 Membership in the Association. Property owners entitled to receive notice under the terms of the By-Laws of the Association shall be determined from the records of the Clerk of Owen County as of January 1 of each year. Any person who purchases property after January 1 of the year is responsible to notify the Secretary of the Association, in writing, of their correct mailing address where notices are to be sent as required by the By-Laws.

[a] Eagle Creek membership is made up of owners of property in the resort. This by all intent and purpose does not include renters. Owners in good standing only have the rights and privileges to Eagle Creek facilities as determined by rules and regulations adopted by the majority of the property owners, which does not include renters. Owners are discouraged from renting their properties but are allowed to do so until this article goes into effect, providing the renters follow all rules and regulations set forth by the owners of this Association. All owners are responsible for the conduct and actions of their renters, and their renters may be subject to dismissal from the park by a vote of the property owners, providing the conduct and/or actions are determent to the life and well being of the other property owners, and it shall be the owners renting their properties responsibility to abide by the property owners decisions. It shall also become the responsibility of the Board of Directors to enforce the decision of the property owners, as long as there is no conflict with county or state laws. The owners renting such properties shall be responsible for all charges and fees incurred by these actions. Therefore from this date forward, there shall be no new renters/leased property allowed in Eagle Creek Subdivision Association, Inc.

<u>Section 3 Class of Members</u> The Association shall have one class of members. The qualifications and rights shall be as follows:

- [a] Every beneficial owner, as distinguished from a security owner, of property in the Eagle Creek Subdivision shall be a member, including those who are purchasing such property under recorded contract for deed.
- [b] Membership in the Association shall terminate, on such members ceasing to be an owner of property in the Eagle Creek Subdivision.

Section 4 Voting Rights Each member in good standing and dues paid shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one vote regardless of the number of lots or units owned. Where two or more owners own a lot or lots, only one vote for such lot or unit owned shall be allowed, and such joint owners shall designate and register with the secretary of the Association the name of that owner entitled to cast such a single vote.

[a] All fees must be paid, in full, on single or multiple owner lots before voting rights are allowed.

Section 5 Member's Right of Enjoyment Every member shall have a right and easement of enjoyment in and to the common area and community facilities and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 6 The Right of the Association The right of the Association to levy reasonable admission or other fees for the use of any recreational facility situated upon the common areas by the members of the Association and their guest.

- [a] The right of the Association to take such steps as are reasonably necessary to protect the above described property against mortgage default and/or foreclosure;
- [b] The right of the Association to suspend the voting rights and the rights to use common area community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty [60] days for any infractions of its published rules and regulations:
- [c] The right of the Association to dedicate or transfer all or any part of the common area or community facility to any public or municipal agency, authority or utility for purpose consistent with the purpose of this declaration and subject to such conditions as may be agreed to by the members provided however that no such dedication or transfer shall be effective unless an instrument signed by fifty-one percent [51%] of the total number of votes by the members has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety [90] days prior to the taking of any action.

Section 7 Parking Rights. Lot owners must provide parking for themselves and guest on their own property. No overnight parking allowed on the community parking lot of trailers, campers, etc. without permission from the Board of Directors.

Section 8 Delegation of Use Any owner may delegate in accordance with the applicable By-Laws of the Association, his right of enjoyment in the common areas of the Association and community facilities to the members of his family and guest.

### ARTICLE V

Section 1 Covenant for Assessments The declarant for each lot owned by it and each person, group of person, or entity who becomes an owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: [1] Annual Assessments; [2] Special Assessments, for improvements or other services provided by the Association, which assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereof and cost of collection thereof as hereinafter provided shall be charged on the land and shall be a continuing lien upon the property and lot against which such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person group or persons, or entity who was the owner of such property and lot at the time when the assessment fell due.

Section 2 Annual Assessments Purposes The Annual Assessment levied by the Association are for the purpose of defraying maintenance and operational cost. To carry out these purpose, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the properties, services and facilities related to the use and enjoyment of the common areas and community facilities, including, but not limited to the payment of taxes and insurance for said common area and community facilities and repair, replacement and additions thereto, and for the cost of labor, equipment and materials. To further carry out these purposes, the assessment levied by the Association will be used for the purpose of providing grass cutting and trimming to the common ground.

[a] The Annual Assessment fee is \( \frac{1}{55.00} \) Dollars [\]

[ ] per owner, per year, subject to increase. The amount of the annual assessment increase for all members may be increased by the Board of Directors without a vote of the members but not more than ten percent [10%] increase per year from the preceding year. All annual assessment [10%] increase per year from the preceding year. All annual assessment fees must be paid in full prior to the annual meeting in order to be a member in good standing, entitled to vote and hold office in the Association. Bills for the annual assessment will be mailed in the month of January. The annual assessment for each lot is due by April 1 of each respective year.

- [b] All existing property owners that are renting/leasing existing properties in Eagle Creek Subdivision Association, Inc. must pay twice [2x] the annual assessment fee/year/rented/leased lot. The annual assessment is determined as per paragraph [a], Section 2, ARTICLE V of this Declaration.
- [c] If the annual assessment for each lot owner is not paid by April 1 of each respective year a service charge of ten percent [10%] per annum will be charged on the account of the respective year. This charge will help defray the cost of collection for past due accounts.
- [d] If a lot owner has more than one full time residence on his lot/lot's his annual assessment will be times the number of full time residence.

  EXAMPLE. No. residence X annual assessment = assessment total.
- [e] The annual assessment for all members may be increased above that established by the preceding paragraph by a vote of the members as hereinafter provided, for the next succeeding year and at the annual membership meeting. Any change made pursuant to this paragraph shall be approved by more than one-half of the members present and entitled to vote at any meeting of the Association, provided there is a quorum present.
- [f] The billing of the annual assessment is subject to change by the Board of Directors. This assessment will be billed on a annual basis.
- SECTION 3 Special Assessments In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family or guest, the cost of such maintenance or repair shall be added to and become a part of the assessment against the individual lot owner causing the willful or negligence acts on personal or common Association property.
- [a] In addition to the annual assessment authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement located upon the common ground area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half of all members present and entitled to vote at any meeting of the members of the Association, provided there is a quorum present.
- [b] This assessment will be billed on a annual basis.

Section 4 Commencement of Assessments Assessment are due and owing as previously stated in this Article.

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Section 5 Assessment Certificates The Association shall, upon demand, at any reasonable time, furnish to any owner liable for assessment a certificate in writing signed by the officer or other authorized agent of the Association setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten [\$10.00] Dollars may be levied in advance by the Association for each certificate so delivered.

Section 6 Non-Payment of Assessment Any assessment levied pursuant to those covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such lot in the hands of then owner, his heirs, devissees, personal representative and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them in the deed with the consent of the Association. If the assessment is not paid within thirty [30] days after the delinquency date, the assessment shall bear interest at the rate of ten percent [10%] per annum, and the Association may bring an action at law against the owner personally to pay the same, or foreclose the lien against the property, in either of which events interest, cost and reasonable attorney fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for an assessment herein provided for by non-use of, or abandohment of his lot or living unit.

Section 7 Subordination Provision The lien of the assessment provided for in this declaration shall be subordinate to the lien of any first mortgage now or hereinafter placed upon the lot subject to assessment, provided, however that such subordination shall apply only to the assessment which have become due and payable prior to a sale or transfer of such lot pursuit to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8 Owners in Default The names of owners in default shall be published in all of the Association Newsletters.

#### ARTICLE VI

Section 1 Meetings of Members An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Directors shall be held in August of each year. The date and place shall be fixed by the Board of Directors.

Section 2 Regular Meetings In addition to the annual meeting, Three regular meetings will be held one each in the month May, June, and September of each year.

Section 3 Special Meetings A special meeting of the members may be called by the Board of Directors. A special meeting of the members may be called by the President, or the Board of Directors if requested by not less than Ten Percent [10%] of the members having voting rights.

Section 4 Notice of Meetings Written notice stating the place. day, and hour of any meeting of members. This notice must be posted in the Association newsletter by the Association Secretary. Also the date and time must be posted on the Association front bulletin board. A member receiving written notice of any meeting of members, as herein provided, shall waive his right to vote at such meeting by his failure to attend.

Section 5 Quorum The members holding ten percent [10%] of the votes held by members in good standing of the Association shall constitute a quorum at any meeting of the members.

Section 6 Alcoholic Beverages. Alcoholic beverages will not be allowed at the Annual, Regular, Board of Director or Standing Committee Meetings.

Section 7 Voting by Mail Whereas Directors or Officers are to be elected by members. The election shall be held at the Annual meeting held in August of each year, all members must be present to vote. Except those members which will not be able to attend such meeting shall be permitted to vote by absentee ballot, providing the absentee ballot is requested in writing and said ballot notarized and mailed to the secretary of the Association ten [10] days prior the election. The absentee ballot must be perforated and the proper procedure for returning the ballot shall be as follows; #1 Vote the ballot

#2 Remove the stub from the ballot

#3 Place the ballot inside the envelope marked ballot and seal \*
#4 Place the envelope marked ballot along with the stub inside a large

envelope and mail back Voters that DO NOT follow this procedure shall have their ballot disallowed. All absentee voters must be in good standing thirty [30] days prior the election.

#### ARTICLE VII

Section 1 Board of Directors The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meetings, or subject to the approval of the membership as expressed by a vote of the membership.

Section 2 Number, Tenure and Qualifications The number of Directors shall be no less than seven [7]. Each Director shall be a member of the Association, and shall hold office for three years following his original election, and until his successor shall have been elected and qualified. Of the first seven [7] directors, two [2] shall hold office until the first subsequent annual meeting, two [2] shall hold office until the second subsequent annual meeting, and three [3] shall hold office until the third subsequent annual meeting, the determination of the respective terms shall be by lot. All members shall be in good standing.

Section 3 Nominating Committee A nominating committee shall be named at the first yearly membership meeting. Candidates for the Board of Directors shall be announced at the second yearly meeting. Nominations shall be taken from the floor at this meeting. The election of the Board of Directors shall take place at the August yearly meeting as specified in the Eagle Creek Bylaws.

Section 4 Board of Directors Meetings The Board of Directors shall meet at least four [4] times per year, at a time and place it shall select.

[a] A special meeting of the Board of Directors may be called by or at the request of the president or of any two [2] Directors.

[b] Notice of any special meeting of the Board of Directors shall be given at least ten [10] days prior thereto, by written notice delivered personally or sent by mail to each Director.

Section 5 Automatic Dismissal of the Board of Directors When or if a Board member does not attend, per year, two [2] meetings either annual, regular or Board of Director meeting shall loose his or her Director position. Special considerations to this ruling will require two-thirds [66 2/3] vote by the Board of Directors. There shall be a investigation by the Board of Directors before dismissal.

Section 6 Quorum A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the Directors are present at said meeting, the meeting is void.

Section 7 Vacancies Any vacancy occurring in the Board of Directors, and directorship to be filled by reason of the increase in the number of Directors, shall be filled by members that was nominated but not elected in the last Board of Director election. A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

#### ARTICLE VIII

Section 1 Association Officers The officers of the Association shall be a president, vice president, secretary and treasurer.

- [a] The officers shall be members of the Board of Directors, shall be elected by the Board of Directors, and shall serve for a term of one year.
- [b] All officers must be elected before January 1 of each year. The Board of Directors shall meet at a time and place it shall select for this purpose.

#### Section 2 Officers Duties

- [a] President: The president shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees.
- [b] Vice-President: The vice-president shall assume the duties of the president during his or her absence.
- [c] Secretary: The secretary shall keep the minutes of all the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all corporate non-financial records and send to all property owners three news letter's each year.
- [d] Treasurer: The treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by him or her and by the president. The treasurer report shall be audited once a year, in February, March, or April by two [2] directors and two [2] property owners agreed to by the Board of Directors.

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[e] Vacancies: A vacancy in office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

#### ARTICLE IX

Section 1 Prohibited Uses and Nuisances Rules and regulations for the promotion of health, safety and welfare of all members may be adopted by the vote of the majority of the members eligible to vote at any meeting of the members of the Association, provided there is a quorum present.

- [a] A member may be suspended for a period for violation of any of the By-Laws, regulation, or rules of the Association or for conduct prejudicial to the best interest of the Association. Suspension shall be by a majority vote of the membership. The Board of Directors shall provide a statement of the charges and shall be mailed, by registered mail, to the member under charges at his last recorded address at least fifteen [15] days before final action is taken thereon. Such statement shall be accompanied by a notice of the time when and place where the Board of Directors is to take action in the premises. The member shall be given an opportunity to present a defense at the time and place mentioned in such notice.
- [b] No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situated upon the property nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the owners of the property.
- [c] There shall be no dog or cat kennels, raising or selling dogs or cats, within the boundaries of Eagle Creek Subdivision Association Inc. There shall be a limit of no more than three [3] dogs / cats per property owner. More than three [3] dogs / cats shall constitute a kennel. All "Pit Bull's" or dogs with any part of the same blood line are banned from the Association.
- [d] Dogs must be kept within the confines of the Owner's lot or a leash when outside Owner's lot. Property owners are responsible for their pets as well as pets for their guest and for any damage done by their pets. All pets and/or animals must be housed on the property or upon a leash. No pets and/or animals shall be allowed upon the green areas of the facility without a leash and without being accompanied by its owner.
- [e] There shall be no raising and selling of cows, horses, ponies, goats, sheep, or chickens within said Association boundaries.
- [f] Anyone having an activity at the activity building shall have the right to specify where the proceeds of said activity shall be used.
- [g] The activity building is for the use of Association property owners. The activity building shall not be made available to property owners or groups on a regular scheduled basis. Except functions sponsored by the Association [ex. Bingo etc.].
- [h] No burning of any garbage and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot on a permanent bases.

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- [i] Except as here in elsewhere provided, no junk vehicles or commercial junk vehicles shall be kept or used upon the properties nor (except for bone fide emergencies) shall the repair of extraordinary maintenance of automobiles or other vehicles be carried out thereon. No abandoned or discarded motor vehicles, or any part thereof, may be stored, placed or housed on any area within the Association. Temporary playhouse or the like may be so and/or promotion of juvenile recreation.
- [j] In order to facilitate the free movement of passing vehicles, no automobile shall be parked in such a way to prevent other vehicles from passing, except during bona fide temporary emergencies. All violators will be towed at the expense of the owners of the automobiles.
- [k] No sound trees shall be removed from any common ground without written approval of the Association.
- [1[ All Manufactured Homes both single or double wide can not be older than five years [5 yrs.] old at time of set-up. The lot size can not be less than 10,000 sq. ft. as stated in Article IX Section 1 Paragraph [n] as per our by-laws. This ruling maybe waived on Manufactured homes older than five [5 yrs.] if they are in excellent condition and inspected/approved, before set-up, by the Board of Directors.
- [m] All trailers parked in the Association must meet the approval of the Association. All dwellings, trailers, etc., must be maintained in good exterior condition at all times. If any property becomes an "eyesore" in the Association, the attorney for the Association along with the Association will take any and all steps to rectify the problems and the cost will be assessed to the lot owner as a special assessment. The lot owner must be notified by letter by ordinary U.S. Mail service, postage prepaid, to the last known address of the lot owner of the exterior problem and be given thirty [30] days to rectify the problem before any steps can be taken by the Association to rectify the problem.
- [n] Permanent building lots are to be a minimum of 10,000 square feet. Exterior of building to be completed within six [6] months. Trash and rubbish is to be cleaned up by the lot owner.
- [0] No business allowed in the Association.
- [p] It shall be the responsibility of the owner to keep their property clean from debris, garbage and to keep their lawns moved regularly.
- [q] Privies or outside toilets will not be permitted on any lots within the Association. Except when privies are connected to county approved septic systems.
- [r] All property owners must comply with existing federal, state and local laws, rules and regulations.
- [s] All vehicles driven in and through the Association shall maintain the posted speed limit of 10 miles per hour. All 2, 3, and 4 wheelers are to maintain the 10 mile per hour speed limit. Each property owner is responsible for themselves and guest for damage to Association green areas by motorized vehicles.
- [t] The property owner must give permission or accompany any family member or guest using the boat ramp. The property owner will be held fully responsible for all family members and guest activities.

- [u] Winter storage of campers, boats, etc., from flood areas to be on designated green areas only in the Association. Winter storage of campers, boats, etc. in the designated green areas is only permitted from October 2 through May 15. Any boats, campers, etc., left in the green areas after May 15 or prior to October 2 will be assessed a special assessment to the lot owner of ten dollars (\$10.00) per week of violation. This violation will be waived during high water periods.
- [v] The use of firearms in the Association is strictly prohibited and will not be tolerated.
- [w] Any property owner using Association equipment on personal property is to make a payment of \$25.00 Dollars towards the upkeep of the equipment. The property owner also will be responsible for all damages or repair cost incurred during his or her usage.
- [x] The latest dated revision for each By-Law shall be the enforceable By-Law.
- [y] All revisions and/or additions to the Bylaws of Eagle Creek Subdivision Association, Inc. shall be read a minimum of three times. At the last reading the membership will vote to accept the proposed revisions and/or additions by two-thirds [66 2/3%] or more vote, of members present and entitled to vote at any meeting of the Association, provided there is a quorum present.

Section 2 Ownership Usage All of the lots shall be used for private ownership use and the lots and/or dwelling units are not permitted to be rented or leased. In the event the Association is notified of property being rented or lease, all actions will be taken pursuant to the court of law to cease any renting or leasing. Any attorney expenses incurred in the eviction procedure or any procedure to prevent the renting/leasing will be assessed to the lot as a special assessment. The primary use of a lot or lots shall be for private single family purposes with not more than one residential structure on any homestead, No rentals, either mobile or stationary, will be permitted in the Association. The Association has the right to bring a civil action against the offending property owner and any cost of the action will be assessed as a special assessment to the offending lot owner. Land contract purchases must be recorded at the Clerk's office at Owen County Courthouse. It is the responsibility of the lot owner to have the land contract recorded. In the event the contract is not recorded, the lot owner will remain responsible for the assessments on the lot. Further, the attorney for the Association will be advised of the situation and any cost incurred by the attorney to have the Land Contract recorded will be assessed to the account of the lot owner and not the buyer under the land Contract. Eagle Creek Subdivision Association Inc. is a privately owned, operated and maintained facility for the use of the property owners and their guest. All property owners are required to advise their guest of rules and regulations of the Association and are responsible for the conduct of their guest and relatives during the time they are at the facility.

## ARTICLE X

Section 1 Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of this Declaration shall run with and bind the land (lot), and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a perpetual period of time.

Section 2 Notices. 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, by ordinary U.S. Mail Service, postage prepaid, to the last known address of the person who appears as a member of Owner on the records of the Association at the time of such mailing.

Section 3 Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association 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. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by the action at law or by recovery or damage.

Section 4 No Dedication to Public Use. Nothing herein contained shall be constructed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority, or utility.

Section 5 Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, by its duly authorized officers, Eagle Creek Subdivision Association, Inc. has hereunto set its signatures on the day

and year first written above.	O(10)
FITLE: President	the Chileton
Cert & Gase	TITLE: Vice President
TITLE: Secretary	TITLE: Tréasurer
Thomas I More	
TITLE: Board Member	TITLE: Board Member
TITLE: Board Member	

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STATE OF KENTUCKY, County of Owen, SCT.

I, MCDUMCA, Clerk of Owen County Court, hereby certify that the foregoing was this day lodged in my office for record and is, with this and the foregoing certificate duly recorded in my said office witness my hand this 22 day of was at 11:50 ft.

Clerk fee Soustate fee 1 transfer tax total amount collected 3000 receipt # 74 504

Owen County Clerk
Deputy Clerk
Book 203 Page 20