



# **Protective Covenants and Neighborhood Information**

**DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS  
FOR  
THE COURTYARD AT HARTLAND  
May 2007**

This declaration of Protective Covenants and Conditions as amended is hereby made this 18<sup>th</sup> day May of 2007, by the undersigned, which hereby makes this declaration with respect to all real property contained within The Courtyard at Hartland and that all said real property within The Courtyard at Hartland will be held, transferred, sold, conveyed, and occupied subject to the protective covenants, conditions, restrictions, assessments, and liens set forth for the purpose of enhancing and protecting the value, desirability and usefulness of the property perpetually into the future as an integral part of The Courtyard at Hartland and to improve the environment and aesthetic quality to be shared by all Lot owners.

Therefore, these protective covenants shall run with the property and shall be binding upon all persons having any right, title, or interest in it, their heirs, successors, and assigns and shall inure to the benefit of all said persons. This Declaration amends and restates the original Declaration of Protective Covenants and Conditions for "The Courtyard" at Hartland Planned Community dated October 13, 1989, of record in Dead Book 614, Page 143, in the Warren County Court Clerk's Office.

**Signed:**

**The Courtyard at Hartland Homeowners' Association,**

**Mr. Kevin Brooks, Bell, Orr, Ayers, & Moore, P.O. Box 738, 1010 College St, Bowling Green, Kentucky, 42101**

## SECTION I

## DEFINITIONS

A. "The Courtyard at Hartland", which is sometimes referred to simply as "The Courtyard" shall mean and include all the real property which is subject to these Protective Covenants and which shall include all Common Area within the Courtyard at Hartland together with the forty-two (42) tot residential subdivision located on the eastern side of Fairway Street in Bowling Green, Warren County, Kentucky, which is platted of record in the Warren County Clerk's office as Lots 26-1 through 28-42 of "Hartland Section 6" In Plat Book 22, page 159, as revised in "revision to Hartland Section 6" in Plat Book 22, page 176. The Property was a portion of the real estate conveyed to the developer by Jerry C. Traylor and Steven R. Blanton by Deed, dated 26 July 1988 and recorded in Deed Book 597, page 348, in the Warren County Clerk's office.

B. "Lot" shall mean or refer to any platted lot of the Property together with any and all improvements hereon.

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C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee, or subsequent holder of a mortgage, or any other person holding an interest merely as the security for the performance of an obligation, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

D. "Homeowners' Association" shall mean and refer to "The Courtyard at Hartland Homeowner's Association, Inc.", a Kentucky non stock, non-profit corporation.

E. "Design Review Committee, or Committee" refers to the group, composed of three (3) or more persons appointed by the board of directors of the Homeowners' Association, as provided in its by-laws, which shall have the authority and duties imposed upon it under this Declaration and the by-laws of the Homeowners' Association.

F. "Hartland Planned Community" originally included all of the 290 acres located along the eastern side of South Park Drive and Scottsville Road (U.S. Highway 231) in Bowling Green, Warren County, Kentucky, which were conveyed by the Luther T. Smith estate to Jerry C. Traylor and Steven R. Blanton by deed, dated 25 January 1988 and recorded in Deed Book 590, page 412, in the Warren County Clerk's office. On 26 July 1988, these 290 acres, less the approximate 19 acres developed as Hartland Subdivision's Sections 1,2, and 4 (Plat Book 22, pages 24 25. and 94) were conveyed by the said Jerry G. Traylor and Steven R. Blanton to the . Developer by the Deed Book 697 page 348, in the said clerk's office, which conveyance was subject to the terms and conditions of the "Hartland Public Golf Course Agreement," dated 25 July 1988 with the City of Bowling Green as the Lessee as referred to in the Memorandum thereof recorded in Deed

Book 597, page 319. The forgoing deed to the developer included all the forty-two (42) lots of real estate now included within the property of The Courtyard.

**G.** "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity of any nature.

## **Section II** **PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, includes all Common Area and all of the lots within The Courtyard, as described in Section 1 A above. This Declaration and the protective covenants contained herein

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shall not automatically apply to any other section or portion of the Hartland Planned Community or any other subdivision or property adjacent to The Courtyard.

## **Section III** **PROPERTY USE AND DEVELOPMENT**

The primary purpose of these rules and regulations is to protect and sustain property values in The Courtyard by preserving architectural standards, aesthetic harmony with the environment, and maintaining a neat and orderly appearance of the neighborhood.

### **A. General Restrictions:**

**(1)** All Lots of the property shall be used in accordance with all applicable zoning and other laws and regulations and all applicable easements and restrictions of record.

**(2)** All Lots of the property shall be used, improved, maintained and occupied in accordance with the provisions of this Declaration.

**(3)** Each Lot of the property shall be used exclusively for single-family residential purposes and no dwelling shall be attached to another dwelling.

**(4)** No trade or business shall be conducted on any Lot, which shall include, but not limited to, any use as a medical facility, childcare, professional office, entertainment, commercial, or like facility.

**(5)** No unlawful, improper or Immoral use shall be made of any lot or residence nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners.

**(6)** No boat, recreational vehicle, camper, trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any lot at any time

without prior approval of the Design Review Committee. This provision shall not apply to any owner during the course of construction of dwellings, amenities, utilities, or other general improvements.

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**(7)** No Lot shall use or be used to explore for any water, hydrocarbons, minerals, or rock located in or under the ground.

**(8)** In the event any Lot owner enters into a rental or lease agreement with respect to any Lot, then the agreement creating such tenancy must provide that the lessee's interest is subject to this Declaration and all by-laws, rules, and regulations of the Design Review Committee and the Homeowners' Association, thereby requiring all lessees to conform their use and conduct to the same obligations and standards applicable to the owner-lessor.

**NOTE: As of January, 2016, no home in The Courtyard at Hartland may be rented or leased. All homes must be owner-occupied. See Amendments at the end of this document.**

### **B. Specific Restrictions:**

**(1) HOME LANDSCAPING AND/OR CHANGES** - Major landscaping plans shall be submitted by each owner to the Design Review Committee for approval. All Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes, and other plantings.

**(2) AUTOMOBILES AND PARKING** - All Lots must provide off-street parking areas for at least two (2) motor vehicles. Garage space shall constitute off street parking. Furthermore, a Lot may have no more vehicles parked overnight than can be parked on the paved drive and in the garage. All vehicles must have current registration and license plates. No inoperative motor vehicle shall be permitted to remain upon any lot unless stored in a garage and out of public view.

**(3) GARBAGE CANS** - Garbage and refuse shall be placed in covered refuse containers which shall be concealed from view of neighborhood lots and contained within the residence on each Lot or a covered area attached to the residence constructed of materials similar to and compatible with that of the residence.

**(4) UNSIGHTLY ITEMS** - No materials, supplies, or equipment may be stored on any Lot except inside its residence and except to the extent they are reasonably anticipated to be lawfully used on that Lot for residential purposes.

**(5) YARD ACCESSORIES-** No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or liquid gas, shall be permitted on any lot outside of the dwelling except as approved by the Design Review Committee. No

structure of a temporary nature including, but not limited to animal houses, pens, utility sheds shall be placed on any lot.

**(6) YARDS** - All yards and driveways shall be maintained in a neat and orderly condition which shall include, but not limited to, mowing, weeding, pruning, and the removal of leaves, broken tree limbs, dead trees, and other debris as necessary. If any owner fails or refuses after thirty (30) days notice delivered or mailed to his/her last known address to keep his/her lot free of unsightly growths or objects as described above, the board of directors may enter upon the lot and remove, at the expense of the owner, such entries and shall not be deemed as trespassing. Any cost or expense so advanced shall be allowed and become a lien on the lot, which shall be collectable and enforced as an unpaid assessment pursuant in Section VI (G).

**(7) HOME EXTERIORS** - All roofs, windows, porches, balconies, and exteriors of all buildings on each Lot shall at all times be maintained in a neat and orderly manner. Exterior of all residences and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the owner due to strikes, fires, or natural calamities.

**(8) ANIMALS AND PETS** - No poultry or livestock or any other animals of any kind shall be raised, kept, bred, or maintained except that owners may have dogs, cats or other household pets provided that they are not kept bred, or maintained for any commercial purpose and do not constitute an annoyance or nuisance to the neighborhood. Any pets must be kept and maintained on the premises of the Lot of its owner. No dogs, cats, or other pets shall be permitted to run at large and any pets must be on leash or restrained while outside the Lot of its owner. Moreover, owners will be responsible for removing their pet's excreta from neighborhood property and common areas so as not to constitute a threat to public health.

Furthermore, the Homeowners' Association shall have the authority and duty to promulgate and enforce such rules and regulations as it may determine to be in the best interest of The Courtyard relative to the regulation and control of household pets. For further definition on keeping and caring of animals, see Bowling Green Ordinance No. BG 2006-6. Same being interpreted herein by reference as substituted from time to time.

**(9) ATTACHEMENTS TO HOMES AND YARD SIGNS** - No exterior radio, television, or other electronic reception antenna of any kind, basketball goals or any signs shall be placed, maintained, or erected on any Lot without prior approval of the Design Review Committee. However, one: (1) sign of not more than five (5) square feet may be placed on a Lot for the purpose of advertising the property for sale or rent. No other signs shall be erected on a Lot

except as approved by the Design Review Committee for statutory residential Identification or as required by legal proceedings.

**(10) CHANGES TO EXISTING LOTS** - No single Lot may be subdivided under any circumstances. No Lot, single or combined, shall be used for any purpose other than single-family residential.

**(11) SOLICITING** - Only school-age children who are residents of the property may solicit for the benefit of an authorized school projects or established youth associations such as the Boy and Girl Scouts or Boys and Girls Clubs.

**(12) NUISANCE ACTIVITIES** - The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, is prohibited.

**(13) GARAGE OR YARD SALES** - Garage or lawn sales will not be permitted except by prior approval of the board of directors.

### **C. Prior Approval of Design Review Committee**

**NOTE:** Before the commencement of any use or occupation and before the commencement of any construction, alteration or modification of any Lot or structure thereon, the owner of the Lot involved shall first obtain the written approval of the Homeowners' Association acting by and through its Design Review Committee.

## **Section IV                      PROPERTY RIGHTS**

### **Right and Easement of Enjoyment: Exceptions:**

Every owner shall have a right and easement of enjoyment in and to the common area as this term is defined in Section VIII (8), which shall be appurtenant to and shall pass with

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the title to every Lot. The owner's rights of enjoyment are subject to the following provisions: (1) The right of the Homeowners' Association to suspend the voting rights of an owner for any period during which any assessment against his/her Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

## **SECTION V                      DESIGN REVIEW COMMITTEE**

### **A. Review Purpose**

The Design Review Committee shall regulate the external design, appearance and location of the improvements within The Courtyard in such a manner as (a) to comply with applicable laws and regulations, (b) to comply with all the provisions of this declaration, (c) to promote those qualities in the environment which bring value to The Courtyard and (d) to foster the attractiveness and functional utility of The Courtyard as a place to live, including a harmonious relationship among structures, vegetation, and topography. The Committee shall deal with the design concept of The Courtyard as a whole, including such matters as signs, antennas, landscaping, and site layout, in order to benefit the entire subdivision, economically and aesthetically.

### **B. Review Requirements**

No building, fence, wall, residence, structure or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected maintained, improved or altered, nor shall any grading, excavation, change of exterior color or other work which in any way alters the exterior appearance of any Lot or improvement be done, without the prior written approval of the Design Review Committee.

### **C. Review Procedures**

In the event the committee fails to approve or disapprove in writing an application within thirty (30) days after the plans and specifications have been submitted to it in accordance with its regulations, approval will be deemed granted. The applicant may appeal an adverso committee decision to the Homeowners' Association Board of Directors, who may reverse or modify such decision by the vote of a majority of all its members

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### **D. Review Objectives**

The Committee, in examining applications for design approval, shall consider the various aspects of design, with special emphasis on the following objectives:

- to prevent the unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment; **(2)** to ascertain that the build-up is designed so that homes relate harmoniously to the terrain and to the other existing buildings; and, **(3)** to protect neighboring owners by making sure that reasonable provisions have been made which do not in any way alter or improve any Lot without the prior written approval of the Design Review Committee regarding: **(a)** the harmony of its exterior design and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall



community design of The Courtyard at Hartland; **(b)** the character of the exterior materials; and, **(c)** the quality of the exterior workmanship.

#### **E. Review Guideline Regulations**

The Design Review Committee shall, subject to the approval of the board of directors of the Homeowners' Association, develop and promulgate policy regulations for the application of the design review provisions in this Declaration. These regulations shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used in standards which determines the achievement of the required objectives. These regulations are intended to assist the Committee and the owners in the ongoing process of community design. These regulations may be amended and supplemented from time to time by the Committee subject to the approval of the board of directors of the Homeowners' Association.

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## **Section VI                      YOUR HOMEOWNERS' ASSOCIATION**

### **A. Authority and Responsibility**

The Courtyard at Hartland Homeowners' Association, Inc. is formed for the purpose of serving the common good and general welfare of the owners of the Courtyard. The Homeowners' Association has the authority, responsibility and obligation to properly maintain and keep the common area (as defined in Section VIII) of The Courtyard, to perform all its other obligations and to otherwise administer and enforce the provisions of this declaration and its articles of Incorporation for the mutual benefit and cost of all tot owners in a uniform and efficient manner. The Homeowners' Association has the authority to adopt and promulgate whatever reasonable rules and regulations may be necessary in order to properly perform its obligations hereunder and to promote the objectives of this declaration.

### **B. Action Through the Board**

Unless otherwise specifically provided in this declaration, the Homeowners' Association shall act by and through its board of directors, which shall, therefore, have all of the authority and responsibility granted or delegated herein to the Homeowners' Association unless otherwise specifically provided for in this declaration, subject only to amendment or vacation thereafter by a majority of all votes of all members of the Homeowners' Association at any duly called special or regular meeting of the membership.

### **C. Board of Directors of the Association**

The board of directors of the Homeowners' Association shall be elected in accordance with its articles of Incorporation and by-laws and the board shall have such rights and obligations as set out therein and in this declaration.

### **D. Membership in the Association**

The owner of any Lot, upon acquiring record title, shall automatically become member of the Homeowners' Association and shall remain a member until he/she is no longer the record title owner of said Lot for any reason, at which time his/her membership In the Homeowners' Association shall automatically cease. Conveyance of record title to any lot automatically transfers membership in the Homeowners' Association without necessity

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of further documentation and membership shall be appurtenant to and may not be separated from ownership of any Lot All members of the Homeowners' Association shall abide by the provisions of this declaration; shall abide by the Homeowners' Association articles of incorporation, by-laws, rules and regulations; shall properly pay all assessments provided for in this declaration; and shall comply with the final decisions of the Homeowners' Association, its board of directors and the Design Review Committee.

### **E. Membership and Voting in the Association**

Members shall be all owners of Lots, and shall be entitled to one (1) vote for each Lot owned.

### **F. Quorum and Votes Required for Action**

A quorum of any meeting of the members of the Homeowners' Association, whether special or annual, shall be made up of members represented in person or by proxy holding votes equal to at least a majority of all votes of all members and said quorum must be present at all times for any action, decision, or discussion to be made by the members. No action or decision can be adopted by members unless approved by a majority of all the votes represented at said meeting in person or proxy.

## **SECTION VII ASSESSMENTS BY THE ASSOCIATION**

### **A. Common Expenses**

All charges, costs, and expenses incurred by the Homeowners' Association for and in connection with its operation and responsibilities hereunder including, without limitation, those incurred in regard to maintaining and repairing the Common Area and providing utilities thereto; all liability for loss or damage arising out of or in connection with the Associations" operation; all premiums for hazard, liability and other types of insurance; any deficiency in the advances made by the Homeowners" Association under Section IX (C) to maintain or repair individual Lots; any taxes assessed against the Common Area; and all costs of legal, accounting, management and other

services necessary for its operation shall constitute "Common Expenses" of the Association. "Common Expenses" shall include whatever credits or funds the Association may, within its discretion, pay or set aside, from time to time, to or in various reserve accounts for various specific "Common

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Expenses" of the Association to adequately insure sufficient funds will be on hand to meet the respective Association's obligations as they become due.

### **B. Assessments Liens and Personal Obligations**

Each owner, by acceptance of title to any Lot, whether by deed, devise, inheritance, or by any other means of conveyance or operation of law, whether or not so expressed in such deed, covenants and agrees to pay all assessments and special assessments made by the Association in regard to his/her Lot including interest at the prime rate plus 2% on the first day of the month in which each assessment is deemed past due and all reasonable attorneys' fees and other costs incurred in the collection of same. All of the foregoing obligations shall constitute a personal obligation of each owner and a lien against his/her Lot and a continuing lien upon his/her Lot until paid in full, commencing as of the date payment of the assessment is due. The personal obligation for delinquent assessment shall not pass to an owner's successors in title unless expressly assumed by them. No Lot owner may exempt his or herself from or in any way reduce his/her personal liability for assessments by attempting to abandon his/her Lot or by taking any other action.

### **C. Establishment of Annual Assessments**

On or before the first day of January of each calendar year, the board of directors of the Association shall adopt an annual budget for that calendar year which shall include and itemize all of its anticipated sources of income and all of its anticipated common expenses. The adoption of each annual budget by the Association shall automatically constitute an annual assessment by the Association against each Lot owner for his/her Lot's proportionate share of the deficiency difference between the Association's total anticipated common expenses and income. Each Lot's proportionate share is determined by the same ratio of one per each Lot as to the total number of Lots within The Courtyard. The Association shall mail or deliver a copy of its annual budget to each Lot owner on or before February 1st of each year and the said annual assessment against the lot shall be due and payable to the Association no later than by March 31st of each year.

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### **D. Special Assessments**

The board of directors of the Association may amend its annual budget and the adoption of any such amendment shall constitute a special assessment by the Association against each Lot and its owner to the extent of any increase or decrease in the difference in anticipated income and common expenses of the Association as set out therein. The board of directors of the

Association may also, from time to time within its discretion, make special assessments applicable to one or more years for the purpose of paying or defraying, in whole or in part, the cost of any repair or replacement of any improvement upon the Common Area.

#### **E. Maximum Annual Assessment**

The maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of members of the Homeowners' Association pursuant to its by-laws.

#### **F. Effect and Remedies of Non-Payment of Assessments**

Any assessment not paid to the Association within thirty (30) days of its due date shall be subject to a late charge as determined by the board of directors of the Association. Furthermore, if any assessment of the Association with respect to any Lot is not paid when due, the lien hereby granted to secure the payment of same may be enforced by the board of directors of the Association. This action may take form of a civil action for the collection of the assessment and enforcement of the assessment lien by the foreclosure sale of the subject Lot, in which event the proceeds thereof shall be applied as follows:

First, to the payment of all taxes which may be unpaid with respect to such Lot;

Second, to the payment of all cost, charges, and expenses of enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the enforcement of the lien;

Third, to the payment of any prior first mortgage lien under subsection (1) below;

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Fourth, to the payment of all unpaid assessments with respect to such Lot made by the Association; and, Fifth, the residue, if any, will be paid to the owner of such Lot.

The board of directors of the Association may commence a civil action to simply recover a money judgment against an owner for delinquent payment of its assessments without thereby waiving any lien securing the payment of same. In any event, any lien for unpaid assessments shall extend to and cover the subject Lot owner's liability for the payment or reimbursement of all reasonable attorney's fees and other collection costs incurred by reason of the unpaid assessment

#### **G. Assessment Lien Subordination to First Mortgage Lien**

The assessment on any Lot by the Association provided for herein shall be subordinate to the lien of any first mortgage thereon. Even though the sale or other transfer of any Lot shall not affect the assessment lien thereon, the sale or other transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer, but shall not relieve such Lot or

its owner from liability for all assessments thereafter becoming due or relieve such Lot or its owner for the lien for assessments thereafter becoming due.

## **SECTION VIII                      COMMON AREA**

The Common Area as defined in this Declaration constitutes all described areas, basements and improvements and is referred to in the various provisions of this Declaration: (1) The "Brick Wall" and wall easement which surround, in part, the perimeter of The Courtyard; All utility, landscape, sidewalk and drainage easements; (3) The entrance area and signs constructed thereon and all easements pertaining thereto;

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(4) The Courtyard at Hartland identification signs, street signs, and stop signs; (5) All areas, landscaping, trees, plantings, walls, fences, sidewalks, and sprinkler and lighting Systems located over all rights of way and easements of record which parallel either side of or are included within the right of way of St. Andrews Circle or Fairway Street.

## **SECTION IX                      MAINTENANCE**

### **A. By the Association**

The Homeowners' Association shall be responsible for providing for the property maintenance and repair of all the Common Area. The Association shall be responsible for the paying for all water, electricity and other utilities consumed by the lighting, sprinkler systems and other facilities located on or providing service to the Common Area.

### **B. By Each Owner**

The owner of each Lot shall be responsible for the proper repair and maintenance of the residence and all other Improvements or his/her Lot in accordance with all provisions of this Declaration, which shall include, but not be limited to the prompt removal of all litter, waste, refuse, trash and clean and repair all parking areas within the Lot.

### **C. Default in Maintenance**

If, in the judgment of the Board of Directors (BOD), the owner of any Lot fails to perform his/her maintenance obligations as set out above in subsection (8), the BOD shall give prompt written notice of its decision by delivery of certified mail, postage prepaid, to the owner of the Lot. In the event that the owner continues to fail to comply with this Declaration within ten (10) working days following delivery or mailing of the notice of the BOD's decision, or if the owner should refuse to so perform, the BOD shall then have the right, but shall not be obligated to, cause all maintenance and repair to be performed as may be necessary to bring the Lot into compliance with this Declaration at the expense of the owner. If the BOD should elect to advance the cost or its credit to cover the cost of any maintenance or repair necessary to bring any Lot into compliance, and If the BOD or the Association is not fully reimbursed for all said

costs within thirty (30) days following the delivery or certified mailing of a statement demanding payment thereof to the last known record address of

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the owner of any such Lot, then the amount of this unpaid statement shall automatically constitute an assessment against the Lot secured by a automatic lien thereon which shall be superior to all liens other than any first vendor's lien or first mortgage lien of record prior thereto. Anytime any such assessment is made, the committee may at any time thereafter commence any appropriate civil action, in the name of the Homeowners' Association, to enforce the collection of any such assessment together with interest from the date billing at the rate of 10% per annum, compounded annually plus all reasonable attorney's fees and other costs incurred thereby, all of which shall then be deemed a part of the assessment and secured by said lien on the Lot. The BOD's decision not to advance funds or extend its credit to secure the proper maintenance and repair of any Lot shall in no way impair its right and authority to fully enforce the provisions of this Declaration in regard thereto against the owner and his/her Lot.

**SECTION X                      DURATION OF DECLARATION                      May, 2057**

This Declaration and all protective covenants shall remain in force and effect and shall constitute a covenant running with the title to every Lot within the property for a period of fifty (50) years after the date hereof.

**SECTION XI                      ENFORCEMENT**

Each owner and every occupant of a lot shall comply strictly with this Declaration, the By-laws, and the Association's rules and regulations, as they may be lawfully amended or modified from time to time with any deed restrictions the Association shall have the right to enforce these covenants and restrictions. No delay in the enforcement of any provision of this Declaration as to breach or violation thereof shall impair, waive, or lessen the right of any said party entitled to enforce the same to obtain relief against or recovery for any subsequent breach or violation.

**SECTION XIII                      AMENDMENT OF DECLARATION**

Unless specifically prohibited herein, this Declaration, and any one or more provisions hereof, may be amended by a recordable Instrument signed and acknowledged by the owners of no less than seventy five percent of the total Lots contained in the property. No amendment to this Declaration shall be effective or chargeable against any owner or anyone else until properly recorded in the Warren County Clerk's office.

## **SECTION XIV                    ASSIGNABILITY AND BINDING EFFECT**

All rights and obligations of each owner hereunder are fully assignable prospectively, but not retroactively, and shall be binding upon and inure to the benefit of all assigns, successors, heirs, devisees, and personal representatives. The laws of the Commonwealth of Kentucky shall govern this Declaration,

## **SECTION XV                    SEVERABILITY**

The provisions of this Declaration are intended to be severable so that in the event that any provision is ever declared to be invalid or unenforceable under any set of facts or for any reason, all other provisions of the Declaration shall remain in full force and effect. In the event that this Declaration is determined to be to any extent unenforceable, the Original Declaration shall remain in full force and effect.

IN TESTIMONY HEREOF, witness the signature of the President of The Courtyard  
at at Hartland Homeowners' Association.

**E. Daniel Cherry, President (2007)**

**STATE OF KENTUCKY**

**COUNTY OF WARREN**

I, the undersigned, a notary public in and for the state and county aforementioned, do hereby certify that E. Daniel Cherry, President of The Courtyard at Hartland Homeowners' Association, who is personally known to me, did personally appear before me and after being duly sworn, did certify, swear and declare that he is the President of The Courtyard at Hartland Homeowners' Association on this *18* day of *MAY* 2007.

**Commission Expires: D-2508**

THE UNDERSIGNED, **E. DANIEL CHERRY**, AS PRESIDENT AND **WALTER THOMAS, JR** AS SECRETARY OF THE COURTYARD AT HARTLAND HOMEOWNERS' ASSOCIATION DO HEREBY CERTIFY THAT THE FOREGOING AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS FOR THE COURTYARD AT

**WARREN COUNTY D950 PG 130**

HARTLAND WERE UNANIMOUSLY APPROVED BY A VOTE OF THE BOARD OF DIRECTORS OF THE COURTYARD AT HARTLAND HOMEOWNERS' ASSOCIATION ON **4th DAY OF JANUARY**,

**2007, AND FURTHER APPROVED IN WRITING BY OVER SEVENTY FIVE PERCENT (75%) OF THE OWNERS OF LOTS IN THE COURTYARD AT HARTLAND.**

**THIS 8th DAY\_MAY\_ 2007.**

**STATE OF KENTUCKY**

**COUNTY OF WARREN**

I, the undersigned, a notary public in and for the state and county aforementioned, do hereby certify that E. Daniel Cherry, President of The Courtyard at Hartland Homeowners' Association who is personally known to me, did personally appear before me and after being duly sworn, did certify, swear and declare that he is the President of The Courtyard at Hartland Homeowners' Association on this **18<sup>th</sup> day of May 2007.**

**Commission Expires: 20-35-08**

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**STATE OF KENTUCKY**

**COUNTY OF WARREN**

I, the undersigned, a notary public in and for the state and county aforementioned, do hereby certify that WALTER THOMAS, JR Secretary of The Courtyard at Hartland Homeowners' Association, who is personally known to me, did personally appear before me and after being duly sworn, did certify, swear and declare that he/she is the Secretary of The Courtyard at Hartland Homeowners' Association on this **18<sup>th</sup> day of May 2007.**

**Commission Expires: 10-2-08**

**Prepared by: Kevin Brooks, Attorney at Law Bell,  
Orr, Ayers, & Moore P.O. Box 738, 1010 College  
Street Bowling Green, Kentucky 42101**



## **REVISION OF SECTION B ARTICLE 9 IN THE COVENANTS OF THE COURTYARD AT HARTLAND (OCTOBER, 2010)**

### **Re: Antennas:**

Due to changes in technology your HOA Board of Directors has decided to define the covenants intent regarding antennas installed on our lots.

It has been adopted by the Board to allow small satellite antennas installed with the approval of the "Design Review Committee", which is comprised of two or more members of the Board of Directors. The approval will be determined by location and the impact on the appearance to the residents and the public. The approval will be for only the small antennas attached to the dwelling and not for anything installed in the yards on poles or stands. It must be installed in a non-intrusive sight with the approval of the "Design Review Committee". No request will be unduly denied.

Dan Zoller, President (2010)

## **AMENDED AND RESTATED BY-LAWS OF THE COURTYARD AT HARTLAND HOMEOWNERS' ASSOCIATION, INC., A KENTUCKY NON-STOCK, NON-PROFIT ASSOCIATION (OCTOBER, 2010)**

### **BY-LAW 1**

#### **A. Duration**

The Association shall remain in existence perpetually with its registered office in care of Mr. Kevin C. Brooks, c/o Bell, Orr, Ayers, and Moore, P.O. Box 738, 1010 College St., Bowling Green, Kentucky 42102.

#### **B. Purpose**

The purpose for which the Association is organized is to carry out the objectives and purposes and to transact any and all duties and obligations delegated and imposed upon the Association under its articles of incorporation or under the "Declaration of Protective Covenants and Conditions for The Courtyard at Hartland Homeowners' Association, Inc.", as that Declaration may from time to time be amended (the "Declaration"). The original by-laws are recorded In Deed Book GW, Page 143 in the Warren County Clerk's office.

## **BY-LAW 2**

### **Membership**

The Owner of any Lot in The Courtyard at Hartland Homeowners' Association, Inc., as defined in the Declaration, shall automatically, upon acquiring title thereto, become a member of the corporation and shall remain a member until he/she is no longer the record title Owner of said Lot for any reason, at which time his/her membership in the Association shall automatically cease. Conveyance of record title to any Lot automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

#### **A. Obligations of Members**

All members of the Association shall abide by the provisions of the Declaration, shall abide by the Association's Articles of Incorporation, these by-laws, and any additional rules and regulations adopted by the Association; shall properly pay all assessments provided for in the Declaration; and shall comply with the final decisions of the Association, and its board of directors.

#### **B. Voting Rights of Members**

Each member shall have one vote for each Lot owned. In the event that the Owner of any Lot consists of more than one person or other entity, all votes pertaining to that Lot shall nevertheless be voted together as a unit as if the Owner consisted of only one person or legal entity. In the event a Lot is owned by more than one person or entity, and those co-owners cannot agree on how to cast a vote, no vote may be cast on behalf of such Lot.

#### **C. Quorum and Votes Required for Action by Members**

A quorum of any meeting of the members of the Association, whether special or annual, shall be made up of members represented in person or by proxy holding votes equal to at least a majority of all votes of all members and said quorum must be present at all times for any action, decision or discussion to be made by the members. No action or decision can be adopted by the members unless approved by a majority of all votes then represented at said meeting in person or by proxy.

#### **D. Members' Annual Meetings**

The annual meeting of the members shall be held at a designated location within this Commonwealth as may be stated in the call during January of each year, at a time set by Board of Directors. Written notice stating the time, place and date of each annual meeting, not less than ten (10) days before the date of the meeting, shall be delivered to each member or mailed to each member at his/her address as it appears on the records of the Association.

#### **E. Members' Special Meetings**

Special meetings of the members may be called by the president, by members owning fifty (50) percent of the votes entitled to be cast at such meeting or by the board of directors upon no

less ten (10) days written notice delivered or mailed to each member at his/her address as it appears on the records of the Association. There shall be no limit to the number of special meetings held during any one year. The written notice of a special meeting shall state the time, place, date and purpose of said meeting.

#### **F. Member's Proxies**

The instrument appointing a proxy shall be in writing and subscribed by the person making the appointment, but no person shall be appointed to vote for another member who is not a member of the Association. The instrument appointing a proxy shall be filed with the secretary of the Association at the commencement of the meeting at which the person named proposes to vote, and such an Instrument shall be effective as a proxy until written revocation is received by the secretary or until eleven (11) months after the date of its execution, unless some other definite period of validity shall be expressly provided therein or until the proxy expires its terms, but in no event shall a proxy, unless coupled with an interest, be voted on after 3 years from the date of its execution.

#### **G. Members' Waiver of Notice**

Any member may waive notice by notifying the Board in writing as to date, time, place and purpose of any meeting; and furthermore, if any member is present at any meeting and fails to enter an objection in the minutes of said meeting, he/she will automatically be deemed to have waived prior notice as to time, place, date and purpose of said meeting.

#### **H. Members' Action by Written Consent Without Meeting**

In accordance with KRS 273.377, any action required or permitted to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting if the consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of the membership and may be stated as such in any articles or document filed with the Secretary of State.

### **BY-LAW 3**

#### **Board of Directors**

The Board of Directors shall consist of no less than three\_(3) and no more than eleven (11) members. Directors shall be elected at each annual members meeting, and they shall serve for a period of three (3) years.

#### **Regular and Special Meetings of Board of Directors**

The annual regular meeting of the board shall be held immediately following the annual meeting of the members.

Special meetings of the board of directors may be called for the transaction of any and all business which the board is empowered to transact at any regular meeting by the call of any officer of the Association or by any members owning at least fifty (50) percent of all the votes then entitled to be cast at a meeting of the board.

No less than 10-days notice shall be given prior to all regular and special meetings of the board of directors by delivering or mailing a copy thereof to the address of each member of the board as reflected on the Association's records. Unless otherwise provided herein, such written notice need not state the business to be transacted or the purpose of the meeting and need only state the date, time, and place thereof.

### **Quorum for Board of Directors**

A quorum for all meetings of the board of directors shall consist of a majority of the number of all directors then fixed by the members under By-law 3 (a.) A quorum must be present in order to vote and a majority of those constituting a quorum is necessary for the adoption of all questions, decisions and elections by the board, unless otherwise herein specifically provided. A quorum may be established, votes taken and decisions rendered by email if necessary. A hard copy record of email votes and decisions will be attached to the board minutes for the record.

### **Waiver of Notice**

Any director may waive notice as to the date, time, place and purpose of any meeting by signing a writing to that effect either before or after the time thereof; and furthermore, if any director is present at any meeting, his/her presence shall constitute a waiver of notice of such meeting, except where he/she attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened *and* said objection is reflected in the minutes of said meeting.

### **Vacancies on Board of Directors**

Whenever any vacancy shall occur on the board for any reason, such vacancy may be filled by the affirmative vote of a majority of the then remaining directors even though less than a quorum of the board. Such director shall then serve for the unexpired term of his/her predecessor.

### **Action of Board Without Meeting by Written Consent**

In accordance with KRS 273.377, any action required or permitted to be taken without a meeting shall be signed by one hundred (100) percent of all directors. Such written consent shall have the same effect as a unanimous vote of all the directors and may be stated as such in any article, paper or document.

## **General Powers of Board of Directors**

The affairs of the Association shall be managed and conducted by the board of directors. The board shall have and perform all obligations granted or delegated to it under the Declaration. As further provided in the Declaration, the board shall accept, establish and maintain all common areas, improvements and expenses of the Association and shall establish, assess and collect all annual and special assessments of all members of the Association; provided however, all these actions shall be subject to amendment or repeal by the members.

## **BY-LAW 4**

### **Officers**

The officers of the Association shall be a president, a vice president, secretary, treasurer, and directors as determined by the board of directors from time to time, and such other officers as may be deemed necessary and elected by the board. The same person may hold any two or more offices, except that the same person may not hold the offices of president, vice-president and secretary.

All officers shall be elected by the board of directors at its annual regular meeting and shall hold office for one year and until their successors are elected and qualified. The board may fill all vacancies for any unexpired term.

### **President:**

The president shall preside at all meetings of members and directors, and may sign the records thereof. The president is authorized to sign contracts, notes, checks, promissory notes and other papers executed by the Association, and perform generally all the duties performed by the presidents of like Associations, and such further and other duties as may be from time to time required of him/her, by the members or board.

### **Vice-President:**

The vice-president shall perform all duties of the president, in case of the absence or disability of the latter, and such other duties as the board of directors, the members or the president may designate from time to time.

### **Secretary:**

The secretary shall keep minutes of all proceedings of the members and directors and make a proper record of the same, which shall be attested by him/her. He/She shall keep such books as may be required by the board of directors, and shall have charge of the membership records of the Association and generally perform such duties as may be required of him/her by the members or directors.

### **Treasurer:**

The treasurer is responsible for the financial records of the Association. The treasurer shall bill annual assessments, deposit all monies received to the accounts, issue checks for all bills as

approved by the board of directors and provide financial reports at each board meeting. On the expiration of his/her term of office, the board shall have the financial records reviewed by a committee of the board, or an outside accountant, to insure the accuracy of the financial records, and cash accounts. This review shall be completed before the incoming treasurer assumes responsibility of the financial records.

#### **Design Review Committee:**

A Design Review Committee consisting of three or more persons shall be elected by the board of directors and shall be responsible to the said Association. The Association's president and treasurer shall automatically serve as members thereof. The committee may also elect other members to the committee as it may deem necessary and it shall maintain accurate minutes and records of all meetings and actions which shall be kept on file at the Association's principal office and subject to review by any director, member or officer of the Association. All meetings of the committee must have a quorum of at least a majority of its members present at all times and all its decisions and actions must be adopted by the vote of at least a majority of all the committee's members.

#### **Purpose of Design Review Committee:**

The Design Review Committee shall regulate the external design, appearance and location of the properties and of improvements thereon.

### **BY-LAW 5**

#### **Compensation of Officers**

There shall be no compensation to the officers of the Association.

### **BY-LAW 6**

#### **Seal**

The Association's seal shall be circular with the words "The Courtyard' at Hartland Homeowners' Association, Inc." surrounding the words "Association Seal."

### **BY-LAW 7**

#### **Amendments to By-Laws**

These by-laws may be altered, amended, added to or repealed by the affirmative vote of members owning a majority of votes entitled to be cast at any regular meeting or at any special meeting called for that purpose.

### **BY-LAW 8**

#### **Fiscal Year**

The Association's fiscal year shall begin the 19 of January and end on the 31st of December of each calendar year.

## **BY-LAW 9**

### **Corporation Funds**

All monies belonging to the Association, however raised, shall be promptly deposited in accounts as directed by the board of directors.

The treasurer shall have the authority to disburse funds on a regular basis, as agreed to in annual contracts approved by the Board of Directors. On any other payments exceeding \$250, two (2) signatures are required from any two (2) Board members who are on the approved signature card at the bank where the funds are being withdrawn.

## **BY-LAW 10**

### **Conflict with Declaration**

In the event any provision of these By-laws should conflict with the Declaration, the provision of the Declaration shall control.

## **AMENDMENT PREVENTING RENTING OR LEASING**

**2015**

### **SECTION 3 PROPERTY USE AND DEVELOPMENT**

#### **UNDER GENERAL RESTRICTIONS**

This First Amendment to Amended and Restated Declaration of Protective Covenants and Conditions for The Courtyard at Hartland (the "Amendment"), adopted effective the 13th day of December, 2015 and effective upon recordation.

**WHEREAS**, The Courtyard at Hartland Planned Community Homeowners' Association, Inc. previously made and adopted that certain Amended and Restated Declaration of Protective Covenants and Conditions for the Courtyard at Hartland filed of record with the Office of the Clerk of Warren County at Deed Book 950, Page 114 (the "Declaration"); and

**WHEREAS**, The Courtyard at Hartland Planned Community Homeowners' Association, Inc. hereby makes and adopts the following First Amendment to Amended and Restated Declaration of Protective Covenants and Conditions for The Courtyard at Hartland for purposes of amending the Declaration and with the approval as evidenced by the signatures hereon of at least seventy-five percent (75%) of the Lot Owners.

**NOW, THEREFORE**, the following amendments are hereby adopted:

***A. The text of the first amendment adopted is: Section III,(A) Provision (3) is amended and restated in its entirety to provide as follows:***

(3) Each Lot of the Property shall be used exclusively for single-family residential purposes and no dwelling shall be attached to another dwelling. Any Owner of any Lot purchased after the date of recordation of this Amendment shall occupy the property as his or an immediate family member's personal residence during the time of ownership

of such Lot. **Rental or lease of any Lot purchased after the date of recordation of this Amendment is strictly prohibited**; provided, however, that any Lot Owner may seek approval by the Board of Directors of The Courtyard at Hartland Planned Community Homeowners' Association, Inc. to rent said Lot to a lessee based on emergency or special conditions. Said approval shall be made by a majority of the Board of Directors and may be withheld at the sole discretion of the Board of Directors. Notwithstanding the aforesaid discretion reserved by the Board of Directors, it is contemplated that certain situations may warrant approval of such rental by the Board of Directors. For example, if a Lot Owner is relocated to another city for employment purposes or is relocated for health-related issues, the Owner may seek approval from the Board of Directors to rent the Lot to a third-party for a limited period of time to be established by the Board of Directors, and the Board of Directors may give special consideration to such circumstances in determining whether to approve the requested rental arrangement. For purposes of this section, an immediate family member shall consist of a parent, child, grandchild, grandparents, or sibling..

***B. The text of the second amendment adopted is: Section III, Subsection A, Provision (8) is amended and restated in its entirety to provide as follows:***

(8) In the event that any Lot Owner enters into a rental or lease agreement with respect to any Lot, then the agreement creating such tenancy must provide that the Lessess' interest is subject to this Declaration and all Bylaws, Rules and Regulations of the Design Review Committee or the Homeowner's Association, thereby requiring all Lessees to conform their use and conduct to the same obligations and standards applicable to the Owner-Lessor. Nothing in this provision shall be construed to grant to any Owner the right to lease such Owner's Lot except as provided in Section III, Subsection A, Provision (3) of this Declaration.

## **REVISION OF SECTION 3**

**2015**

### **PROPERTY USE AND DEVELOPMENT**

#### **SPECIFIC RESTRICTIONS**

***The text of the third amendment adopted is: Section III, Subsection B., Provision (9) is restated in its entirety as follows:***

(9) No exterior radio, television, or other electronic reception antenna of any kind, basketball goals or any signs shall be placed, maintained, or erected on any Lot without prior approval of the Design Review Committee, which may be withheld at the sole discretion of the Design Review

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Committee. Notwithstanding the foregoing sentence, upon approval from the Design Review Committee, which shall not be unreasonably withheld, a small satellite antenna may be installed upon any Lot; provided, however, that such approval by the Design Review Committee will be contingent upon the Committee's approval as to location and general appearance of such



satellite antenna, and further provided that approval by the Committee shall be contingent upon the satellite antenna being attached to the dwelling. Such satellite antenna shall not be attached to any poles, stands, or equivalent, and shall be installed in a non-intrusive location. In addition to the foregoing, one (1) sign of not more than five (5) square feet may be placed on a Lot for the purpose of advertising the property for sale or rent. No other signs shall be erected on a Lot except as approved by the Design Review Committee or as required by law.

## **REVISION OF SECTION 3**

**2015**

### **PROPERTY USE AND DEVELOPMENT**

#### **SPECIFIC RESTRICTIONS**

***The text of the fourth amendment adopted is: Section III, Subsection B., Provision (14) is added as follows:***

(14) No Lot shall be used for access to the adjacent public golf course property except for pedestrian access, only, by a Lot Owner or an invitee of a Lot Owner.