



Green Meadows Subdivision

Owners: Jimmy & Evonia Stice

Contact: Stephen Lile 270-792-2932 or 270-286-9613

Article I

Basement: Shall be defined as one or more walls underground.

Bylaws/ Regulations: Shall mean and refer to the Bylaws/Regulations of the home owners association as may be amended from time to time.

Common use facilities: Shall mean those areas required to be maintained by the home owners association.

Declaration: Shall mean and refer to this declaration of protective covenants, conditions, and restrictions applicable to the properties and which is recorded in the office of the clerk of the Edmonson County Court, KY/

Developer: Shall mean and refer to Jimmy D. & Evonia Stice [Green Meadows Subdivision]

Home Owners Association: Shall mean and refer to the Lot/Home owners of Green Meadows.

Lot: Shall mean and refer to any plot of land to be used for a single-family residential purpose and so designated on the plat.

Majority of Owners: Shall mean and refer to the holders of more that fifty percent of the total votes of the members. A simple majority rules, unless the Home Owners Association chooses to change the rule.

Members: Shall mean and refer to any person or persons who shall be an owner, and as such, shall be a member of the association.

Notice of Lien: The lien created by this declaration may be evidenced by a "Notice of Lien" which shall be a document in recordable form prepared by the developer/Home Owners Association and filed in the Edmonson County Court Clerk's office upon failure of an owner to make timely performance of any obligations required by this declaration.

Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is part of the subdivision.

Plat: Shall mean and refer to the plat of Green Meadows Subdivision, which shall be recorded in the office of the clerk of the Edmonson County Court.

Properties: Shall mean and refer to any and all of that certain real estate described on the plat, inclusive of numbered lots, streets and designated open spaces thereon.

Green Meadows: Shall mean and refer to that certain residential community known as Green Meadows which is being developed on real property now owned by the developer in Edmonson County, KY.

Article II

[Property subject to the declaration]

Section One: The developer as legal title holder in fee of the properties hereby submits and subjects the properties to the provisions of this declarations and bylaws. This declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title to the benefit of each owner hereof. Every person hereafter acquiring a lot or any portion of the properties by acceptance of a deed to any interest in a lot or any portion of the properties shall accept such interest subject to the terms of the declarations, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions and covenants of this declaration.

Article III

[Membership]

Section One: Every person or entity who is an owner of any lot which is included in the properties shall be a member of the association. Membership is mandatory upon acquisition of ownership of a lot. Membership shall be pertinent to and may not be separated from ownership of any lot.

Section Two: [Classes of Membership]

- A. Class A: Class A members shall be all owners, except for the developer prior to termination of his Class B membership. If however, developer owns one or more lots upon or after the terminations of his Class B membership, then developer shall become a Class A member.
- B. Class B: Class B membership shall be the developer, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur:
 - 1] When total Class A vote equals [18] votes.
 - 2] When, in its discretion, the developer so determines.

Section Three: Class A members shall not be entitled to vote until the termination of the Class B membership, at which time Class A members shall be entitled to one vote for each lot owned. The vote for any one lot owned by more that one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned lot be cast separately.

Section Four: Class B membership [developer] shall be the only member entitled to vote in the association until such time as the Class B membership shall cease.

- A. Class A members shall have one vote for each lot owned.
- B. Class B members shall have two votes for each lot owned.

Article IV

{Before any construction commences, blueprints must be examined by developer}

- A. Lots in Green Meadows Subdivision. Lots shall be known as single family Residential lots. No business may be maintained except a home operated business that has prior approval by developer or Home Owners Association when applicable. All signs shall have prior approval of the developer or Home Owners Association when applicable.
- B. Setback requirements: Minimum setback requirements have been established [50 feet from lot boundary line in any direction] except houses located on Bledsoe Road shall have 70 feet minimum distance from the highway [Bledsoe Road] to a house. Any exception shall first have the approval of the developer or Home Owners Association.
- C. Minimum Floor Living: The total floor living area of the main structure on any lot shall have a minimum of 1,300 square feet of living area [excluding porches, patios, garages, breezeway, etc.] Any two-story or split level home shall have a minimum of 1,100 square feet on the ground floor, with a minimum of 500 square feet on the second level. All homes shall have a minimum of 1,500 square feet under roof. Basement square footage is [not] applicable to minimum requirements.
- D. Outbuilding: One outbuilding per lot may be built with a 50 feet minimum distance from front and side boundary lines. Outbuilding shall not have exterior exposed block[s]. Any exceptions to these requirements must have prior approval of the developer or Home Owners Association.
- E. Utility Easement: The developer reserves a utility easement of 20 feet on all boundary lines.
- F. Exterior of homes: The exterior material of any residential structure and outbuilding shall either be brick, stone, vinyl siding or stucco. Any log or other exterior wooden surface shall have prior approval of the developer or Home Owners Association. There will be no exterior exposed block[s].
- G. Walls: Any retaining walls, construction of entrance ways, and/or fences must have the approval of the developer or Home Owners Association.
- H. Driveways: Each drive must have a culvert or tile upon completion of residential structure. Any exception to this must have prior approval of the developer and/or Home Owners Association. All driveways shall be constructed of hard surface material such as concrete, asphalt, or pre-cast pavers within [1] year of completion of residential structure.
- I. Residential completion: Before any house may be occupied, it must be completely finished. Any house/residential structure must be completed within [15] months after application for electric service. In the event the structure is not completed within [15] months, the developer or Home Owners Association shall have the right of one of the following courses of action
 - 1. May elect to remove the unfinished structure from the lot.
 - 2. May elect to complete construction.
Any expenses incurred by the developer or Home Owners Association shall constitute the creation of lien and personal obligations of the property owner.
- J. Combination and Re-subdividing: Lots may not be re-subdivided so as to create a greater number of lots than originally platted. Purchasing of multi lots is permissible.

The splitting or dividing any lot[s] by land owners must have approval of the developer or Home Owners Association.

- K. Grade changes and/or excavation: No elevation changes can be made to cause the natural flow of water to cross boundary lines.
- L. Maintenance: In the event an owner fails to so maintain the lot in a neat and attractive condition, the developer or Home Owners Association may cause said lot to be maintained, and the owners shall pay the cost thereof to the developer or Home Owners Association. All occupied lots shall not allow lawn [grass] maximum height to exceed [8] inches, while unoccupied lots shall not allow lawn [grass] maximum height to exceed [14] inches.
- M. Parking of Automobiles: There shall be no overnight parking of automobile/vehicle on the street. A vehicle not operable shall be housed in and approved enclosed structure or be removed from the lot in [30] days. Any expense incurred will become the lot owner's responsibility.
- N. Animals and Pets: No animals, reptiles, rodents, livestock. Birds, fish or poultry of any kind shall be raised, bred or kept in or on lot[s]. Dogs, cats or such other household pets must be confined to the owner's lot or must be accompanied with leash.
- O. Waivers: No provisions of the restrictions may be waived by the developer or Home Owners Association, unless said waiver is in writing.

Article V

General Provisions

Section One: These restrictions shall be appurtenant to and run with the land and shall be binding upon all owners and parties herein after having and interest in any of the properties and all parties claiming under them for a period of ninety-nine [99] years from the date of the filing of this declaration.

Section Two: All provisions herein may be enforced by developer, it's successors and assigns, until the termination of the Class B membership, or by the association, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs. Further, after the termination of developers Class B membership in the association, in the event the association fails to act to enforce any restriction herein, any owner of any lot may enforce these restrictions as aforesaid against any other owner.