05/27/2014

The following DEED OF RESTRICTIONS of record in the Office of the Clerk of Taylor County, Kentucky in Miscellaneous Book 4/, page 692, and applies to lots 3 through 38 in Section A of the Hidden Meadows Subdivision of Taylor County, Kentucky.

DECLARATION OF RESTRICTIONS SECTION A HIDDEN MEADOWS SUBDIVISION

ARTICLE I

Identification

The easements, covenants, restrictions and agreements affecting Section A of Hidden Meadows Subdivision are prepared for the benefit of present and future purchasers.

This declaration of restrictions WITNESSETH THAT:

WHEREAS, Hidden Meadows, Inc., a corporation organized and existing under the laws of the Commonwealth of Kentucky, is the owner of all the lots in Section A, Hidden Meadows Subdivision of Taylor County, Kentucky, a plat of which appears of record in Plat Book 5, page 12, records of the Taylor County Court Clerk, Kentucky, and

WHEREAS, it is desirable to protect said subdivision by appropriate restrictions as to the use and improvement of the property therein and to make said subdivision more desirable for residential purposes,

NOW, THEREFORE, Hidden Meadows, Inc. (hereinafter sometimes called Developer) hereby imposes upon all lots in said subdivision, and makes the same subject to, the following restrictions, to wit:

ARTICLE II

Lot Designation

All lots shall be known and described as residential lots and shall be used only for residential purposes.

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ARTICLE III

Type of Structure

No structure shall be erected, altered, placed or permitted to remain on any lot in the subdivision except a single private dwelling or residence designed for the occupancy of one family, together with a private garage for the sole use of the owner or occupants of the lot.

ARTICLE IV

Size of Structure

Any residential structure erected or placed on any lot shall contain floor areas as follows:

- (a) A one-story structure:
 - 1. Without an attached garage, shall contain not less than 1600 square feet of ground floor area;
 - 2. With an attached single car garage, shall contain not less than 1500 square feet of ground floor area, exclusive of the garage;
 - 3. With an attached two car garage, shall contain not less than 1400 square feet of ground floor area, exclusive of the garage;
- (b) A one and one-half story structure shall contain not less than 1400 square feet of ground floor area, exclusive of the garage;
- (c) A tri-level structure shall contain not less than 1600 square feet of floor area (not limited to the ground floor), exclusive of the garage;
- (d) A two-story or bi-level structure shall contain a ground floor area of not less than 1200 square feet, exclusive of the garage.

ARTICLE V

Slope of Roof

No roof shall have a slope of less than five (5) inches vertical per each twelve (12) inches horizontal unless the Developer, in writing, approves otherwise.

ARTICLE VI

Size of Lot

Only one residence shall be constructed upon each of the lots as originally subdivided according to the plot plan of Section A of Hidden Meadows Subdivision as recorded in Plat Book _______, Page ______/2__, records of the Taylor County Court Clerk, Kentucky.

ARTICLE VII

Set Back Lines

Each residence constructed upon each lot in Section A of the Hidden Meadows Subdivision shall have a minimum front yard depth of 40 feet and a side yard depth on each side of a minimum of 12 feet (except corner lots which front on more than one street shall have set back of yard depth from each street of 40 feet). Each residence shall have a rear yard depth of a minimum of 25 feet.

ARTICLE VIII

Elevation Requirements and Review of Plans

The outside walls of any residential structure erected or placed on any lot shall be covered over two-thirds of its exterior with brick, stone, brick veneer or stone veneer unless some other material shall be approved in writing by Developer or such agent or successor as it may designate. The brick or stone or other outside cover shall extend downward to the level of the ground adjoining the structure, unless Developer, in writing, approves otherwise. The drainage of the lot shall conform to the general drainage plan of Developer for the subdivision. In addition to these specific requirements all (a) construction plans; (b) building specifications,

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including the materials to be used: (c) a plan showing the grade elevation and the site location of the structure on the lot; (d) and the location, plans and specifications for any driveways; shall all be approved in writing by Developer or such agent or successor as it may designate.

ARTICLE IX

Right-of-Way Beautification

When the residence is constructed upon any lot the owner shall cause that portion of the right-of-way between the property line or lines and the pavement of the street or streets abutting the lot to be graded and sodded or seeded. No trees shall be planted in said portion. The Developer shall have the privilege of designating the location and type of mail box used in conjunction with said residence.

In furtherance of right-of-way beautification, the Owner is hereby required to have adequate off-street parking for the occupants of his residence, and no occupant shall be permitted to park his automobile upon the street right-of-way or any portion thereof.

ARTICLE X

Fencing Restrictions

No fence, wall or hedge shall be constructed or planted on any lot unless such construction or planting is approved in writing by Developer or such agent or successor as it may designate; and no fence, wall or hedge shall be constructed or planted forward of the front elevation of the residence structure nor beyond the side elevation facing a side street of a residence structure on a corner lot; likewise, no garden (garden as herein used shall mean cultivation of a vegetable garden) shall be permitted in the areas herein before set forth without the express approval in writing by the Developer.

ARTICLE XI

Structures Other Than Residences

No outbuilding, including detached garages, and no structure or improvement of any kind, shall be constructed or placed on any lot unless such construction or placement is approved in writing by Developer or such agent or successor as it may designate. Any

approved outbuilding or detached garage shall be located to the rear of the residence, and the architecture, design, materials, (including outside walls) therefor and the location thereof must be approved in writing by Developer or such agent or successor as it may designate.

ARTICLE XII

Lot Maintenance

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

ARTICLE XIII

Common Scheme Restrictions

No trace or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy, beauty shops and like endeavors) shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any horse, cow, hog, goat, or similar animal nor any chickens, ducks, geese or other fowl be kept or maintained on said lot or any part thereof. Dogs and cats may be kept as pets but neither shall be kept for commercial or breeding purposes.

ARTICLE XIV

Use of Signs

No sign for advertising or for any other purpose shall be displayed on any lot or on any building or any structure on any lot except one sign for advertising the sale or rent thereof, which sign shall not be greater in outside dimensions than three feet wide by three feet high, except the Developer shall have the right to erect larger signs when advertising the subdivision.

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ARTICLE XV

Submission of Building Plans

Before commencing any proposed construction upon any building site in this subdivision, the builder or owner shall first submit building plans, specifications, and plat plans showing the location of such proposed construction and shall before commencing such proposed construction obtain the approval in writing by the Developer or such agent or successor as it may designate. All such plans submitted for approval or proposed construction shall indicate the type of construction, its proposed building location with respect to external design, building location and topography and finished grade elevation. In the event the Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of said building or proposed construction or alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE XVI

Easements

All easements for utilities indicated by the recorded plat of Section A of Hidden Meadows Subdivision are hereby reserved for the use and benefit of the subdivision as a whole as utility easements reserving for the use and benefit of all public and private utilities the right of entry upon said lands for the necessary installation and maintenance of all lines, pipes, wires and utilities, materials or installations necessary for public or private service.

ARTICLE XVII

Outbuildings and Detached Garages

No outbuildings or detached garage erected or placed on any lot shall be at any time used as a residence either temporarily or permanently; no structure of a temporary character shall be permitted on any lot; no trailer, mobile home, tent, shack, truck or bus shall be parked or kept on any lot at any time unless it be in the garage on said lot. No boat or camper shall be parked or kept in a front or side yard. Likewise, the enumerated shall not be left or parked on public streets or right-of-ways. The foregoing shall not prevent contractors or Developer from erecting or placing any lot for temporary use during construction or development tool sheds or field offices which shall be removed when construction or development is completed.

ARTICLE XVIII

Paving of Driveway

Within one year of occupancy of any residence, all driveways shall be paved with concrete, asphalt or some other paver. No driveway shall remain gravel or dirt beyond one year.

ARTICLE XIX

Duration of Restrictions

The foregoing restrictions, conditions and covenants (and any alterations or amendments thereof) shall be construed as covenants running with the land and binding upon the party hereto, its grantees, successors and assigns and all persons claiming under them until they terminate or cancel as hereinafter provided. Unless canceled under the provisions of Article XXI hereinbelow these restrictions, conditions, and covenants (and any alterations or amendments thereof) shall be effective from the date of recording hereof until December 1, 2021. Upon the expiration of said term they shall automatically extend for successive periods of ten years unless under the provisions of said Article XXI they are canceled. It is the purpose and intent hereof that such restrictions, conditions and covenants shall, during the period of their existence, inure to the benefit and advantage of the owner or owners of any of the land as now shown on the plans of the subdivision, and the same may be enforced and violations thereof may be restrained by any of such owners, and if any of them, their heirs, successors or assigns shall violate or attempt to violate any of such restrictions, conditions and covenants during the period of their existence, it shall be lawful for any other person or persons violating or attempting to violate any such restrictions, conditions, or covenants, and either to prevent him or them from so doing or to recover damages or other relief for such violation.

ARTICLE XX

Observance of Restrictions

The failure or neglect on the part of the party hereto or any owner or owners of lots in the subdivision to demand or insist upon the observance of any of the foregoing restrictions, conditions and covenants and to proceed for the restraint of violation as an estoppel to restrain continuance thereof, but any such restrictions, conditions or covenants may be enforced at any time notwithstanding a violation thereof may have been suffered or permitted thereto, nor

shall a waiver of any such restrictions, conditions and covenants n any particular be deemed a waiver of any default thereunder whether of the same or of a different nature.

ARTICLE XXI

Invalidation

Invalidation of any of these restrictions, conditions, and covenants by judgment or other order shall in no wise affect any of the other restrictions, conditions, and covenants, which shall remain in full force and effect.

ARTICLE XXII

Neighborhood Association

The owner of any lot of the Hidden Meadows Subdivision shall have the right to be a member of the Hidden Meadows Neighborhood Association, so long as all requirements for membership in the Bylaws have been met. The Bylaws on file with the Developer shall govern the internal conduct of the Hidden Meadows Neighborhood Association. For purposes of voting on matters in the Neighborhood Association, the owner of each lot shall be entitled to one vote for each lot owned. Provided, however, the Developer shall be entitled to ten (10) votes for each lot it owns, if any.

ARTICLE XXIII

Alteration or Amending of Restrictions

These restrictions, conditions, and covenants may be canceled, altered or amended at any time from time to time by the affirmative action of the owner or owners of a majority of the lots in Section A of the Hidden Meadows Subdivision.

ARTICLE XXIII

Title Headings

The Title Headings as to the contents of particular Articles are inserted only as a matter

of convenience and for reference, and in no way, are, or are they intended to be, a part of this declaration, nor in any way define, limit, or describe the scope or intent of the particular section or clause to which they refer.

The approval of all construction plans, building specifications, materials, grade elevation plans, lot positioning of the home, and complete driveway specifications as stated in Article V of the Deed of Restrictions may be obtained by submitting the complete set of materials to:

Hidden Meadows, Inc. 2005 Hodgenville Road Campbellsville, Kentucky

After review, the required approval or disapproval from the Developer, in writing, will be forthcoming in a time not to exceed 3 days from the date of submission.

Signed this 23rd day of July, 1999.

HIDDEN MEADOWS, INC.

Barry Blevins, President

STATE OF KENTUCKY)

NOTARY

COUNTY OF TAYLOR

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said State and County by Barry Blevins, President.

Witness my hand this 23 day of

1999

My commission expires: 8-20,200/

Kentucky, State at Large

The within instrument in writing was prepared by MILLER, MILLER, MILLER, PLC, Attorneys at Law, 225 E. First Street, Campbellsville, Kentucky 42718.

John C. Miller

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Type of Structure

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