

07829

DECLARATION OF REGULATIONS, COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR MEADOWBROOK, SECTIONS 1, 2 and 3

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS,  
AND RESTRICTIONS, made and effective on the date hereinafter  
signed by CORNELL DEVELOPMENT, INC., a Kentucky corporation,  
hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain property  
in Bullitt County, Kentucky known as MEADOWBROOK, Section 1, 2,  
and 3, a plat of which is recorded in Plat Cabinet 1, Slide  
655, in the Office of the County Clerk of Bullitt County,  
Kentucky, and being the same property conveyed Cornell  
Development, Inc., a Kentucky corporation, by deed dated the  
26th day of March, 1986, of record in Deed Book 250,  
Page 651, in the Office of the County Clerk of Bullitt  
County, Kentucky.

AND WHEREAS, Declarant will convey the said properties,  
subject to certain protective regulations, covenants, conditions,  
restrictions, and reservations as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of  
the property described above shall be held, sold, and conveyed  
subject to the following restrictions, regulations, covenants,  
and conditions all of which are for the purpose of enhancing and  
protecting the value, desirability, and attractiveness of the  
real estate. These covenants, restrictions, regulations, and  
conditions shall run with the real property, and shall be binding  
on all parties having or acquiring any right, title, or interest  
in the described properties, or any part thereof, and shall inure  
to the benefit of each owner thereof.

The Declarant intending to establish a general plan for  
the use, occupancy, and enjoyment of said subdivision, hereby  
declares that for the mutual benefit of its present and future  
owners, all lots therein shall be subject to the following  
restrictions:

RESTRICTIONS

(1) Said real estate shall be used exclusively for  
single family, private dwelling house purposes, and no such house  
shall be erected, placed, or suffered to remain upon said  
premises being more than two (2) stories in height, nor shall  
more than (1) dwelling house be erected, placed, or suffered to  
remain upon any building plot, or lot, which has an area of less  
then the area as shown on the recorded plat.

(2) Except as herein provided, no such house shall be  
erected, placed, or suffered to remain upon said premises nearer  
then those prescribed by any county or city zoning regulations  
and variances thereunder.

All building and setback lines as

shown on the recorded plat shall be followed unless an appropriate variance is granted by the appropriate planning commission.

(3) No noxious or offensive trade or activity shall be carried upon the property herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(4) The exterior building material of all structures to be erected shall be either frame, brick, stone, rock, aluminum, or a combination of same. No underground or earth sheltered residence shall be allowed.

(5) The floor area of the main residential structure exclusive of open porches and garages shall not be less than 1,300 square feet. All residences constructed on the lots shall have an attached garage which shall be erected at the time the residence is built, and all garages shall be capable of housing no less than two (2) cars.

(6) No detached garage, barn, shed, shop, or any out buildings of any type larger than 10 feet by 12 feet shall be erected, placed, built, constructed, or suffered to remain upon the premises at any time. Any building erected shall be compatible with the uses for which the lots have been restricted.

(7) No trailer, basement, tent, shack, garage, or barn shall be, at any time, used as a residence, either temporarily or permanently. No trailer shall be parked on any lot at any time except by the Declarant for temporary construction purposes.

(8) No portion of the within described premises near to any highway than the building lines as hereinabove fixed and shown on the recorded plat, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, and the planting of trees or shrubs, the growing of flowers or ornamental plants, or for statuary foundations in similar ornamentations for the purpose of beautifying said premises, however, no vegetables, nor grains of the ordinary garden or field variety shall be grown upon such portion of the premises, and no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Any television or radio satellite receiving equipment shall be located in the rear lawn and shall be screened by a privacy fence of no less than six (6) feet in height.

(9) No inoperable motor vehicles without a legal license shall remain on the street or the lot for more than seven (7) days.

(10) No farm animals, such as cows, horses, goats,

purposes of raising for commercial purposes including, but not limited to, dogs or cats.

(11) Any fence erected on the boundaries of the lots shall not extend beyond the rear corners of any residence located on said lot. Any fence constructed shall be of chain link or wood construction, and wood fences shall have not less than three (3) planks nor more than four (4) planks, and all fences shall not exceed four (4) feet in height. Notwithstanding this provision, any privacy fence constructed on the premises shall not be used as a perimeter fence, and shall not exceed six (6) feet in height.

(12) Should any swimming pool be placed upon the property, said pool shall be located in the rear yard, and shall be screened by a privacy fence constructed entirely of wood of not less than six (6) feet in height.

(13) No on street parking shall be provided or permitted, and no large trucks or tractor trailers shall be permitted to remain on the property over night.

(14) No lot shall be subdivided unless approved in writing by the Declarant, and the Declarant hereby reserves the right to approve the subdividing of a lot. Developer reserves the right to amend the plat, and these restrictions, and to subdivide any lot hereby restricted as long as the Developer retains an ownership of any lot contained in this development. The Developer and Declarant further expressly reserves the right to use any lot restricted herein for roadway purposes if deemed necessary by the Declarant and Developer to develop additional properties. Its right to use of any lot for roadway purposes shall cease upon the sale of any lot by Declarant or Developer.

(15) Any owner shall have the right to enforce by any proceeding at law or in equity, the within contained restrictions, and the failure of 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.

(16) In validation of any one of these covenants or restrictions by a Judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

(17) The covenants, restrictions, and regulations of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions contained herein may be amended in writing at any time by instrument signed by not less than 75% of the record lot owners. Any amendment shall be enforceable and effective must be properly recorded in the appropriate clerk's office.

(19) The Declarant, its successors and assigns, reserves the right to develop additional properties adjacent to Meadowbrook, Sections 1, 2, and 3, and these restrictions shall not be binding upon the additional property unless the Declarant so declares.

IN WITNESS, the undersigned, being the Declarant, has herein set its hand and seal this 29<sup>th</sup> day of APRIL, 1986.

CORNELL DEVELOPMENT, INC.

BY: *DALE CORNELL*  
DALE CORNELL, PRESIDENT

STATE OF KENTUCKY )  
                          : )  
COUNTY OF BULLITT )

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said State and County, and was signed, acknowledged, and delivered by DALE CORNELL, as PRESIDENT, of CORNELL DEVELOPMENT, INC., a Kentucky corporation, to be the lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this 29 day of April, 1986.  
My commission expires: July 25, 1984.

*Lucilia K. Price*  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

This instrument was prepared by:

*John W. Wooldridge*  
JOHN W. WOOLDRIDGE  
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CLERK  
*E. C. Jones*

FEES . . . 300.00 + 9.00

RECORDED IN BOOK 101 PAGE 100 TO BE OPENED UPON REQUEST  
FILED IN OFFICE OF THE CLERK OF COURTS  
SHEPHERDSTOWN, KY