THE MEADOWS SUBDIVISION

Combined Deed Restrictions — Phases One, Two, and Three

Madison County, Kentucky • Compiled and verified September 15, 2026

This document combines, for convenient reference, the three recorded Declarations of Restrictive Covenants governing The Meadows Subdivision. It is a compilation, not a recorded instrument: the recorded originals control in the event of any discrepancy, and this document does not amend, restate, or replace them. It provides general information, not legal advice.

Where the Original Documents Are Recorded

Each phase of The Meadows Subdivision is governed by its own Declaration of Restrictive Covenants, executed by The Meadows Development, Inc. (by George H. Lillis, Vice President), prepared by Wimberly and Wimberly, Attorneys at Law, Richmond, Kentucky, and recorded in the office of the Madison County Clerk, Richmond, Kentucky:

Phase	Lots	Final Plat	Declaration executed	Recorded (Madison County Clerk)
One	Lots 1–26	Plat Book 15, Page 82	November 3, 1997	Deed Book 115, Pages 460–463
Two	Lots 67–81	Plat Book 15, Page 178	February 6, 1998 (acknowledged)	Deed Book 117, Pages 597–600
Three	Lots 27–66	Plat Book 15, Page 323	August 1998 (recorded Aug. 17, 1998)	Deed Book 123, Pages 426–429

Together the three declarations cover every lot in the subdivision, platted as Lots 1–81. Lots 61 and 62 in Phase Three have since been consolidated by their owner into a single lot, so the subdivision today comprises 80 lots. A fourth recorded instrument — the 1997 Lowery warranty deed to The Meadows Development, Inc. (Deed Book 478, Page 663) — imposes separate master restrictions on the tract and is not reproduced here.

Verification

The three declarations were compared page by page and restriction by restriction against the recorded copies. Result: all 39 numbered restrictions are identical, word for word, in each of the three declarations. The only differences among the three documents are in the recitals — the phase name, the lot numbers covered, the Final Plat reference, and the execution and recording dates. Even the typographical quirks of the original text (for example, “must to be approved” and “intitiation” in restriction 15) appear identically in all three, confirming that they share a single source text.

The combined text below therefore states each restriction once, applicable to every lot in every phase. The text is transcribed faithfully from the recorded documents, including original typographical errors; it has not been modernized or corrected. This compilation was prepared from scanned copies of the recorded instruments — for any legal purpose, confirm wording against the certified records at the Madison County Clerk’s office using the book and page references above.

The Combined Restrictions (Identical in All Three Phases)

All lots in The Meadows Subdivision — Phase One (Lots 1–26), Phase Two (Lots 67–81), and Phase Three (Lots 27–66) — are sold subject to the following restrictions and conditions, which are covenants

running with the land and are binding on all owners of said lots, their heirs, personal representatives, and assigns:

1. All lots shall be used for single family residential purposes only and no trade or business shall be established or carried on on any of said lots, nor shall anything be done thereon which may constitute a nuisance to the neighborhood.
2. All residences shall be erected and constructed of new materials and the outside walls of all residences shall be stone, brick veneer, or vinyl siding; provided that vinyl siding may only be used with the approval of Developer.
3. All residences shall have a poured cement footer, and all foundations shall be covered with brick or stone.
4. All construction must be completed within twelve (12) months of commencement.
5. No partially finished house may be used as a residence and all interior and exterior construction and grading shall be completed prior to occupancy.
6. The pitch of all roofs shall be no less than an 8/12 pitch.
7. Every house must have a central heating and air conditioning system. No window or through-the-wall units allowed.
8. All mailboxes must be approved by the Developer prior to their construction or erection.
9. All residences must have a two car or larger garage.
10. Any street that is damaged in construction of a building on any lot shall be repaired by the owner of the lot prior to occupancy.
11. All driveways and parking areas shall be constructed of concrete or bituminous asphalt.
12. All sidewalks shall be four (4) feet wide, and be constructed by each lot owner.
13. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line or nearer than ten (10) feet to any other side lot line.
14. Minimum size of living area for a primary construction shall be as follows, excluding porches, basements and breezeways:

    One Floor Plan — 1,800 sq. ft.

    One and One-half Story — 1,400 sq. ft. (main floor) plus 700 sq. ft. (finished 1/2 story, second floor); 2,100 sq. ft. total

    Two Story — 1,200 sq. ft. per floor (1st & 2nd floors)
15. All building plans must to be approved by the Developer prior to initiation of construction.
16. All outbuildings must be approved by the Developer prior to construction, and must be constructed of the same material as the home.
17. No trailer, mobile home, manufactured home, tent, shack, garage, barn, motor home, or other vehicle or outbuilding shall be erected for and used as a dwelling either temporarily or permanently.
18. The storage of junk, scrap, motor vehicles and/or materials of any kind other than firewood outside of a building is prohibited.

19. No abandoned or inoperable vehicle, trailer, boat, motorhome or other such device shall be stored or permitted to remain on any lot, and no mechanical or body repairs on such vehicles may be conducted on these lots.
20. No parking shall at any time be allowed on any public street.
21. Travel trailers, boats, motor homes, or other such devices are prohibited in any front or side lawns.
22. No signs, billboards, or advertising devices of any kind shall be erected or maintained on any lot or building. This however, shall not preclude common real estate signs advertising the sale of homes in the subdivision or signs erected by the developer during the original development of the subdivision.
23. All fences must be approved by the Developer prior to construction, and shall be brick, wood, or stone, and shall be restricted to back yards only. For purposes of this restriction, the back yard shall include only that area even with or to the rear of the back of the house.
24. The raising or keeping of animals, fowl, birds, or reptiles on any lot is prohibited. However, this restriction shall not apply to ordinary household pets kept on or in the premises. All household pets must be kept in fenced backyard or on a leash.
25. No portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by developer.
26. No lot may be further subdivided nor may more than one residence be located on any one lot.
27. No tobacco base or other agricultural allotment is conveyed with any of the lots and purchaser agrees to execute forms as and when required by the local ASC Office acknowledging and waiving any right to tobacco base or other agricultural allotment.
28. All dwelling must be properly landscaped and front lawn must have a minimum of 18 units of shrubbery and a minimum of two trees (2" diameter), and be approved by the Developer.
29. Garbage cans or other refuse receptacles shall be place in the rear of the main dwelling and concealed so that same will not be visible from the street.
30. Outside clotheslines, citizens and short wave or ham radio towers are prohibited. Any other reception devices are restricted to the rear of the dwelling, and shall not extend higher than the roofline.
31. Vegetable gardens or cultivation must be confined to the rear of the lot and shall be no more than fifty feet from the rear line, vegetable gardens or cultivation will not be permitted until after the erection of the residence.
32. During construction, all dirt and rock excavated and not used on the lot shall not be removed from the subdivision, it is to be dumped at the location specified by the Developer and become the property of the Developer.
33. The owners of all lots shall keep grass cut and control weeds on their respective lot or lots.
34. Should any lot owner or owners violate or attempt to violate any one or more of these restrictions and conditions any other lot owner or lot owners shall have the right to take legal action necessary to abate such violations or attempted violations and recover damages therefore.
35. All lots in the subdivision are sold subject to any and all utility easements as shown on the plat of this subdivision as recorded in the Office of the Madison County Clerk.

36. Unless permission is granted in writing by the Developer, all lots in the subdivision must have underground electric, telephone and cable T.V. services in compliance with the guidelines of each respective utility company.

37. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

38. Septic systems for all residences shall be constructed in compliance with all laws and regulations, and shall at all times be maintained so as to be in proper working order in complete compliance with all laws and regulations.

39. Every owner of a lot in THE MEADOWS shall be a member of a HOMEOWNERS ASSOCIATION for said subdivision and by acceptance of a deed for any lot, agrees to accept membership in and does hereby become a member of such Association. Such owner and member shall abide by the Association's Bylaws, rules and regulations; shall pay the assessments levied by the Association when due, and shall comply with decisions of the Association's Board of Directors.

Execution and Recording Details

Each declaration was executed by THE MEADOWS DEVELOPMENT, INC., a Kentucky corporation, of 218 South Porter Drive, Richmond, Madison County, Kentucky 40475, acting by George H. Lillis, Vice President, and acknowledged before a notary public in Madison County, Kentucky. Phase One was executed November 3, 1997 and recorded in Deed Book 115, Pages 460–463. Phase Two was acknowledged February 6, 1998 and recorded in Deed Book 117, Pages 597–600. Phase Three was executed in August 1998 and recorded August 17, 1998 in Deed Book 123, Pages 426–429 (County Clerk Mary Jane Ginter). All instruments were prepared by Wimberly and Wimberly, Attorneys at Law, P.O. Box 694, 204 Water Street, Richmond, Kentucky 40475.