

**RESTATED AND AMENDED RESTRICTIONS OF MEADOWBROOK ESTATES  
LAGRANGE, KENTUCKY**

**THIS RESTATED AND AMENDED RESTRICTIONS OF MEADOWBROOK ESTATES, LAGRANGE, KENTUCKY** is made and entered into this 11th day of August, 2006, by the Meadowbrook Estates Homeowners Association, Inc. ("Association").

**WITNESSETH**

**WHEREAS**, on in April, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, filed in the Oldham County Court Clerk's Office, a subdivision known as "Meadowbrook Estates", recorded in Plat Book 5, page 2;

**WHEREAS**, on May 11, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, in order to protect and conserve the value and use of the improvements built, and to be built, in Meadowbrook Estates, filed in the Oldham County Court Clerk's Office, that certain "Restrictions of Meadowbrook Estates, LaGrange, Kentucky" in Plat Book 5 at Page 2, R4-393 ("Restrictions");

**WHEREAS**, the Meadowbrook Estates Homeowners Association, an unincorporated association of persons owning lots in Meadowbrook Estates, pursuant to the authority set forth in the Restrictions, duly incorporated as a Kentucky nonprofit corporation under the name "Meadowbrook Estates Homeowners Association, Inc.", effective on or about July 14, 2005;

**WHEREAS**, Meadowbrook Estates Homeowners Association, Inc., as authorized and empowered by the Restrictions, desires to amend and restate the Restrictions in their entirety;

**WHEREAS**, as required by the Restrictions, the vote of Owners representing at least fifty-one percent (51%) of the Owners entitled to vote on amending the Restrictions have voted to approve the restatement and amendments hereinafter set forth; and

**WHEREAS**, as provided by the Restrictions, the business of the Association shall be conducted by its Board of Directors and in accordance therewith, the duly elected Board of Directors of the Association have executed this Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, and delivered the same to the Oldham County Court Clerk's Office for recording.

**NOW THEREFORE**, the Restrictions are restated and amended in their entirety as follows:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**MEADOWBROOK ESTATES**

**PLAT AND SUBDIVISION BOOK 5, PAGE 2**

**OLDHAM COUNTY, KENTUCKY**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made this 11<sup>th</sup> day of August, 2006, by the Meadowbrook Estates Homeowners Association, Inc. ("Association").

**WITNESSETH:**

The Association, in order to enhance and protect the value, use and desirability of the whole of Meadowbrook Estates, hereby declares that all Lots and Residences located within Meadowbrook Estates shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the real property and be binding on all parties having any right, title or interest in the Lots and/or Residences or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

- (a) "Association" shall mean the Meadowbrook Estates Home Owners Association, Inc., a Kentucky nonprofit corporation.
- (b) "Lot" shall mean each single family residential lot which comprises a part of Meadowbrook Estates as shown on the recorded subdivision plat.
- (c) "Owner" shall mean the record owner, whether one or more persons or other legal entities, of fee simple title to any Lot in Meadowbrook Estates, but excluding a mortgagee having merely a lien or other security interest in the Owner's Lot and improvements located thereon.
- (d) "Residence" shall mean the single family residence and garage constructed on a Lot.

**ARTICLE II**

**EASEMENTS - REFERENCE TO PLAT**

All Lots are subject to the easements for electrical, drainage, gas, water and telephone utilities as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or to trim any trees within the easements that may interfere with the installation or operation of the utility lines. The easements shall be kept free of all obstructions, including permanent fences, trees, shrubbery, and gardens. In addition, Lots 1 and 47 are subject to easement for the entryway walls and signs as presently constructed and for limited reasonable access for future maintenance and care.

### ARTICLE III

#### REQUIREMENTS FOR RESIDENCES

1. All residences erected on Lots in Meadowbrook Estates must face the roads as shown on the plat. All corner lot location of Residences will be optional, but set back requirements from each road shall apply. Residences on Lots facing more than one street shall require approval of the Association as to which street the Residence shall face.
2. No Lot shall be divided or diminished in size unless the same shall be used with an adjacent Lot for the purpose of constructing one Residence thereon.
3. Residences shall contain the following minimum square feet of floor space.
  - (a) One-floor plan residence, 1800 square feet on the main floor, not including garage, breezeway and porches.
  - (b) Two-story residence, 1100 square feet on the main floor, and not less than 2200 over all not including garage, breezeway or porches.
  - (c) One and one-half story residence, 2000 square feet with a minimum of 1200 on the main floor, not including garage, breezeway or porches.
  - (d) Bi-level floor plan residence, 1400 square feet on the main floor, not including garage, breezeway and porches.
  - (e) Tri-level plan residence, 2200 square feet combined total of the three levels, not including garage, breezeway and porches.
4. All Residences shall have exterior walls of brick, brick veneer, stone or stone veneer, clapboard, vertical siding or approved plywood and vinyl siding. Other materials shall first meet the approval of the Association. Each Residence shall be compatible with the overall development of Meadowbrook Estates.
5. All driveways are to be either asphalt or concrete. This requirement must be complied with within one (1) year after the Residence is occupied.
6. All Residences shall have attached garages for storage of cars, boats, campers, lawn tractors and other vehicles. When the shape of the Lot makes a garage more practical in the basement, this requirement may be waived by the Association in writing, provided that the Residence contains 15% more square footage than the minimum required.
7. The front of all Residences, including all bays, porches, etc., shall be restricted to the building line that is shown on the plat. The side and rear building lines for each Lot shall be a minimum of 20 feet from each side lot line and 20 feet from each rear lot line.
8. Before any excavation or construction is begun, all plans for the Residence must be submitted to and approved by the Association; provided, however, the Association may elect an Architectural Review Committee to be made up of not less than three and not more than five members from the membership and to delegate such review and approval responsibilities to said

Committee. The approval or disapproval shall be in writing. In the event the Association or Architectural Review Committee, as the case may be, fails to approve or disapprove such plans within thirty (30) days after submittal, approval shall be assumed.

9. All construction shall be confined to the boundaries of the Lot under construction, and the owner or builder will be liable for damages to any other Lot or street damaged outside his/her particular Lot.

10. All fences must be of plank, picket, wood rail or vinyl. No fence shall exceed the height of 54 inches and shall be open construction. No fence on any Lot shall extend nearer to any street than the front of the Residence thereon. Except as otherwise specifically approved by the Association, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. All fences must be approved by the Association.

#### ARTICLE IV

##### USE

1. All Residences shall be used exclusively as a single family private residence occupied by a single family related by blood, adoption or marriage or no more than two unrelated persons residing together as a single housekeeping unit. No more than one Residence shall be erected on any one Lot.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lot except that dogs, cats or other domestic animals may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Lots so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace, quiet, health and safety of the other Owners. It is the Owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

3. Any pets must be kept on the Owner's Lot or leashed when not on the Owner's Lot. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any Owner's Lot (other than the Lot of the pet owner or person in charge or in control of the animal) or on any street, unless the Owner or person in control of such animal immediately removes all feces deposited by the animal and disposes the same in a sanitary manner.

4. No outside clothes lines shall be erected or placed on any Lot.

5. No outbuilding, trailer, tent, shack, garage, barn or structure other than the main Residence erected on a Lot shall at any time be used as a dwelling unit, temporarily or permanently.

6. No trailer, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot for any period in excess of twenty (20) days unless housed in a garage or basement or otherwise properly shielded from view from any street or other Lot by shrubbery or decorative fence or both. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, commercial vehicle, boat or other vehicle, shall be parked on any street for a period in excess of three (3) days in any

one calendar month, except when used in connection with temporary construction or repair activity on a lot. For purposes of this Declaration, "commercial vehicle" shall mean a vehicle having a design load carrying capacity of more than two tons, and/or being designed to carry more than twelve passengers, including driver, and/or advertising a business or containing on its exterior any business information, other than graphics.

7. No automobile shall be continuously or habitually parked on any street.

8. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, this restriction shall not prohibit placement of political or patriotic signs not greater in area than nine square feet, or occupant name signs and Lot numbers as allowed by applicable zoning regulations.

9. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. Owners shall bring trash containers to the curb on collection day and promptly return the containers thereafter. In order to (i) ensure that garbage is collected in a uniform and consistent manner, (ii) protect the streets from undue wear and tear, and (iii) provide greater safety, the Association shall have the right to designate a single waste collection company for Meadowbrook Estates.

10. Building materials shall not be stored on a Lot prior to construction for a period of more than sixty (60) days without permission of the Association.

11. The finished landscaping of Lots is to be completed within one (1) year after the Residence is occupied.

12. No noxious or offensive conditions or activities shall be permitted or carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners.

13. No above-ground swimming pools shall be permitted on any Lot unless the same is properly shielded from view from any street or other Lot by shrubbery or decorative fence or both. Nothing in this subparagraph shall prohibit an Owner from using a non permanent, seasonal above-ground swimming pool ("Seasonal Pool") on its Lot; provided, however, unless the Seasonal Pool is properly shielded from view from any street or other Lot by shrubbery or decorative fence or both, it shall not be located on the Lot for more than ninety (90) days per calendar.

14. Each Lot shall have a minimum 24 foot long culvert under the driveway serving that Lot, to be installed by the Owner at his/her expense, before construction begins. Subject to approval of the Association, a culvert may be omitted if the ditch is shallow and the driveway is level with the bottom of the ditch and will not obstruct the flow of water in the ditch. Drainage of each Lot shall conform to the general drainage plans for the development of Meadowbrook Estates as approved by Oldham County. Each Owner shall ensure the grading of his/her Lot complies with such drainage plan. The Owner shall be responsible for erosion control both prior to and during construction of any improvements thereon and at all times thereafter. Blocked or altered drainage on any Lot shall be corrected at the Owner's sole expense.

15. Each Owner agrees that he/she will not use or permit the use of said Lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.

16. Except with the written permission of the Association, or as preempted by the FCC or other governmental agency, or as set forth in Section 23 below, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on a Lot except antennas for AM or FM radio reception and UHF and VHF television reception, except that one satellite dish or similar antenna that must be no greater than eighteen (18) inches in diameter. All other antennae, including the size and location, must be approved in writing by the Association and may be required to be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received, adequately screened or buffered by shrubbery, trees, terrain or a fence.

17. Except as set forth in Section 23 below, no business activity shall be conducted on a Lot other than (i) quiet, inoffensive activities such as tutoring or giving art lessons, and/or (ii) keeping and maintaining his or her business or profession and handling matters relating thereto by telephone or other electronic medium provided that (a) such uses are incidental to the residential use of the Lot, (b) customers and/or clients do not regularly visit the owner or occupant on the Lot, and (c) such activities do not materially increase the number of cars parked on the street or unreasonably interfere with adjoining Owner's peaceful use and enjoyment of their Residences and yards.

18. No air-conditioning apparatus shall be installed on the ground in front of a Residence. No air-conditioning apparatus shall be attached to any front wall or window of a Residence. No evaporative cooler shall be installed on the front wall or window of a Residence.

19. No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between two and eight feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within that area is ten feet from the intersection of a street right-of-way line with the edge of a private driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a minimum height of six feet above the adjacent ground line.

20. Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on any Lot.

21. Each Owner shall maintain and care for his/her Residence and Lot, together with all improvements and all trees, foliage, plants, and lawns thereon, in good condition and repair and in conformity with the general character and quality of properties in Meadowbrook Estates, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surface, (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular mowing and edging of lawn and grass areas.

22. No Lot shall be used for transient or hotel purposes. Any lease of any Lot shall be in writing and shall be expressly subject to this Declaration. A copy of such lease shall be filed with the

Association prior to the beginning of the lease term. Any such lease shall have a term of no less than twelve (12) months. No time shares shall be created with respect to any Lot.

23. Notwithstanding anything contained in this Article IV to the contrary, however, any use described in Article III, Section 10, or Article IV, Sections 16 or 17 by any Owner of any Lot which may be in violation of these Declarations as of the date hereof ("Grandfathered Use"), shall be permitted to continue by said Owner; provided, however, no such Grandfathered Use shall be expanded or increased, and any such Grandfathered Use shall be personal to said Owner and at such time as said Owner no longer owns his/her Lot and/or at any time said Owner ceases the Grandfathered Use for more than one hundred and eighty (180) continuous days, said Grandfathered Use shall no longer be permitted under these Declarations.

## ARTICLE V

### HOMEOWNER'S ASSOCIATION

1. In order to (i) provide for the maintenance, repair and/or replacement of the streets, street lights, street signs, storm drains, retention and/or other basins, entrance way improvements and landscaping, easements and other facilities and areas therein, and of any public areas as may be shown on the record plat (herein collectively referred to as the "Common Elements"), (ii) establish an equitable and orderly financing plan for the utility charge for street lighting and for preserving the usefulness and appearance of the Common Elements, and (iii) promote the safety and welfare of the Owners, there is hereby provided for and established the Meadowbrook Estates Homeowners Association (the "Association") in which the Owners of each Lot in Meadowbrook Estates shall upon acquisition of title be deemed to hold one (1) membership and be entitled to one (1) vote in the organization and conduct of the affairs and business of the Association, which membership and voting right shall pass with title to the succeeding owner or owners of such Lot.

2. Payment of Assessments in accordance with the terms and specifications of this Declaration shall be required as a condition to voting on any matter under this Declaration or then pending before the Association. No Owner may vote on any matter if he/she or it has failed to pay (or is delinquent in payment of) the Assessments.

3. The business of the Association shall be conducted by a Board of Directors who shall be elected from the general membership at annual membership meetings. Said Directors shall administer the collection of the Assessments hereinafter described and expend the same solely for the purposes described in this Declaration, and shall make an annual accounting to the membership of all funds collected and disbursed. The Board of Directors shall adopt By-Laws and conduct all business pursuant to the terms of said By-Laws.

4. In the event of emergency, or in the event the Association requires entry upon any Lot to repair or maintain any easement, street, street sign, or street light, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance, repair or replacement of the foregoing. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

5. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration, whether the same be expressed or implied, including but not limited to the following:

- (a) fix, levy and collect Assessments (as hereinafter defined), necessary for the maintenance, repair or replacement of the Common Elements and for such other purposes as are herein provided;
- (b) keep accounting records with respect to the Association's activities;
- (c) collect and pay the premiums for such public liability or other insurance deemed necessary by the Association;
- (d) contract with and employ others for maintenance, repair and replacement of the Common Elements;
- (e) establish and publish such rules and regulations from time to time which it deems necessary or appropriate for the safety and enjoyment by the Owners and for the protection of the Common Elements, and to amend said rules and regulations as it deems necessary or appropriate from time to time;
- (f) contract for garbage and trash removal for all Lots; and
- (g) perform such other functions and measures as it may reasonably deem necessary for the safety, convenience, benefit and enjoyment of the Owners.

## ARTICLE VI

### ASSESSMENTS AND REMEDIES

1. Each Owner by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

2. The Assessments levied by the Association shall be used exclusively for the purpose of maintaining, repairing and/or replacing the Common Elements, promoting the safety and welfare of the Owners, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all insurance, repair, replacement, maintenance and other activities as may from time to



time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or Meadowbrook Estates; reasonable reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

3. The regular annual Assessment shall be Two Hundred Dollars (\$200.00). From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual Assessment may be increased by an amount up to ten percent (10%) over the preceding year's regular annual Assessment by the Board of Directors if the Board of Directors reasonably determines that such increase is necessary in order to satisfy the responsibilities and obligations of the Association set forth in this Declaration. Any increase over and above 10% of the previous year's regular annual Assessment shall be done only by the prior written approval of at least Fifty-One percent (51%) of the outstanding votes of the Owners entitled to vote. The regular annual Assessment shall be collectible in a calendar year at one hundred percent (100%) for Owners receiving title prior to July 1<sup>st</sup>, and fifty percent (50%) for owners receiving title after July 1<sup>st</sup>, of any calendar year.

4. In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall have the prior written approval of at least Fifty-One percent (51%) of the outstanding votes held by Owners entitled to vote. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

5. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be given to all Owners not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence or written proxies of Owners entitled to cast at least Fifty-One percent (51%) of all the votes entitled to be cast by the Owners shall constitute a quorum.

6. Both the regular annual Assessment and Special Assessments shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 7 hereof.

7. The Assessments shall be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(a) All payments of the Assessments shall be made to the Association at its principal place of business in Oldham County, Kentucky, or at such other place as the Association may otherwise direct in writing. Payment shall be made in full regardless of whether any Owner has any dispute with the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

(b) Any Assessment due and payable by any Owner in accordance with this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within fifteen (15) days after the date of delinquency, the Assessment shall be subject to a late fee

of ten percent (10%) of the amount of the delinquent Assessment. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in subsection (d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

(c) No action shall be brought to foreclose said Assessment lien in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the Oldham County Court Clerk; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include the late charge and interest on the unpaid Assessment at the rate specified in subsection (b), plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the foreclosure of mortgages in the State of Kentucky, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the Board of Directors are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

8. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure under such first lien mortgage or any conveyance in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

## ARTICLE VII

### ADDITIONAL REMEDIES

In addition to the remedies set forth in Article VI, enforcement of this Declaration shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief and/or specific performance, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to other Owners and that the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. *Each Owner is encouraged and expected to attempt in good faith to resolve any dispute arising under these Declarations with the offending person or persons violating or attempting to violate them.* Nevertheless, enforcement may be commenced by the Association, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, or 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. The prevailing party in any such dispute, suit or proceeding, shall be entitled to recover from the other, its reasonable expenses, including the reasonable fees and expenses of its counsel.

In addition to the remedies set forth in Article VI, the violation or attempted violation of the provisions of this Declaration by an Owner, his family, guests, lessees or licensees, shall authorize the Board of Directors (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (c) below), to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, or
- (b) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or
- (c) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to, attorney's fees and court costs.

Before the Board of Directors invokes the remedies provided, it shall: (i) give written notice specifically describing the alleged violation to the Owner; and (ii) grant the Owner a hearing before the Board of Directors. If, after the hearing, a violation is found to exist, the Board of Directors shall give the Owner thirty (30) days to cure any such violation (provided, however, if such cure is of such a nature that it cannot reasonably be cured within such 30-day period, the Owner shall have such additional time as may be reasonable to cure the violation, so long as the Owner commences the cure within ten (10) days of receipt of notice from the Board of Directors and continuously and diligently pursues the cure thereafter. If the Owner fails to cure the violation within said cure period, the Board of Directors shall be authorized to proceed with the listed remedies. All charges assessed against an Owner shall constitute a continuing lien upon the

Lot of such Owner as fully as if such charge were an unpaid regular annual Assessment or Special Assessment.

**ARTICLE VIII**

**MISCELLANEOUS**

1. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any Lot, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except Lots in Meadowbrook Estates. This Declaration, when executed, shall be filed of record in the Oldham County Court Clerk's Office, State of Kentucky, so that each and every owner or purchaser of any Lot in Meadowbrook Estates is on notice of the conditions, covenants, restrictions and agreements herein contained.

2. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

3. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

4. This Declaration may be amended, modified or revoked upon the express written consent of Owners owning at least Fifty-One percent (51%) of the outstanding votes of the Owners entitled to vote. Any and all amendments, if any, shall be recorded in the Oldham County Clerk's Office. Notwithstanding the foregoing, the Association shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.

**IN WITNESS WHEREOF**, Meadowbrook Estates Homeowners Association, Inc. has caused this instrument to be executed by its Board of Directors, this \_\_\_ day of \_\_\_\_\_, 2006.

**MEADOWBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Robert Woodcock  
Its: Director

By: \_\_\_\_\_  
Name: Steve Dabbs  
Its: Director

By: \_\_\_\_\_  
Name: Robert Weidner  
Its: Director

STATE OF KENTUCKY  
COUNTY OF OLDHAM

I, the undersigned Notary Public, do hereby certify that the foregoing Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, were this \_\_\_\_ day of \_\_\_\_\_, 2006, signed and acknowledged before me by Robert Woodcock, Steve Dabbs, and Robert Weidner, individually, and in behalf of the Board of Directors of the Meadowbrook Estates Homeowners Association, Inc., a Kentucky nonprofit corporation.

My notarial commission expires: \_\_\_\_\_

Notary Public, State of Kentucky at Large \_\_\_\_\_

Prepared at:  
2203 Meadowbrook Drive  
LaGrange, Kentucky  
40031

By: Robert C. Woodcock, Esq. \_\_\_\_\_

Approved for Recording  
By Administrator, \_\_\_\_\_, 2006. \_\_\_\_\_

\_\_\_\_\_  
Oldham County Clerk \_\_\_\_\_

**AMENDMENT NO. 1 TO THE RESTATED AND AMENDED RESTRICTIONS OF  
MEADOWBROOK ESTATES  
LAGRANGE, KENTUCKY**

**THIS AMENDMENTS NO. 1 TO THE RESTATED AND AMENDED RESTRICTIONS OF MEADOWBROOK ESTATES, LAGRANGE, KENTUCKY** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the Meadowbrook Estates Homeowners Association, Inc. (“Association”).

**WITNESSETH**

**WHEREAS**, on in April, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, filed in the Oldham County Court Clerk's Office, a subdivision known as “Meadowbrook Estates”, recorded in Plat Book 5, page 2;

**WHEREAS**, on May 11, 1990, Harold R. Smith and Sue E. Smith, his wife, and Dennis H. Pollard and Linda B. Pollard, his wife, in order to protect and conserve the value and use of the improvements built, and to be built, in Meadowbrook Estates, filed in the Oldham County Court Clerk's Office, that certain “Restrictions of Meadowbrook Estates, LaGrange, Kentucky” in Plat Book 5 at Page 2, R4-393 (“Restrictions”);

**WHEREAS**, the Meadowbrook Estates Homeowners Association, an unincorporated association of persons owning lots in Meadowbrook Estates, pursuant to the authority set forth in the Restrictions, duly incorporated as a Kentucky nonprofit corporation under the name “Meadowbrook Estates Homeowners Association, Inc.”, effective on or about July 14, 2005;

**WHEREAS**, on August 11, 2006, Meadowbrook Estates Homeowners Association, Inc. filed in the Oldham County Court Clerk's Office, that certain “Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky in Plat Book \_ at Page , R\_\_\_\_\_ (“Amended and Restated Restrictions”);

**WHEREAS**, Meadowbrook Estates Homeowners Association, Inc., as authorized and empowered by the Amended and Restated Restrictions, desires to amend the Amended and Restated Restrictions as hereinafter set forth;

**WHEREAS**, as required by the Restated and Amended Restrictions, the vote of Owners representing at least fifty-one percent (51%) of the Owners entitled to vote on amending the Amended and Restated Restrictions have voted to approve the restatement and amendments hereinafter set forth; and

**WHEREAS**, as provided by the Amended and Restated Restrictions, the business of the Association shall be conducted by its Board of Directors and in accordance therewith, the duly elected Board of Directors of the Association has executed this Amendment No. 1 to Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, and delivered the same to the Oldham County Court Clerk’s Office for recording.

**NOW THEREFORE**, the Restated and Amended Restrictions are amended as follows:

- I. Article III, Section 5 shall be deleted and the following inserted in lieu thereof:

Each Lot shall have only one driveway. The driveway shall provide access to the Lot from one adjoining street; provided, however, a circular driveway that has two access points to the Residence from the same street shall be permitted. All driveways are to be either asphalt or concrete. This requirement must be completed within one (1) year after the Residence is occupied.

- II. Article III, Section 10 shall be deleted and the following inserted in lieu thereof:

In order to maintain the rural residential character of Meadowbrook Estates, all fencing shall meet the following conditions:

(a) All fencing, including the style, materials, height and location, must be approved in writing by the Board in advance of construction and installation. The Owner shall provide the Board with plans (including illustrations, if reasonably available) of the proposed fencing.

(b) All fencing must be (i) board fencing made of vinyl, aluminum, or wood (thin gauge, woven wire (minimum 2" x 3" mesh) may be attached to restrain children and pets); or (ii) picket fencing made of vinyl, aluminum, rod iron, or wood; or (iii) decorative fencing made of vinyl, aluminum, rod iron, or wood. More specifically, woven wire on t-post or wooden post, barbed wire, hurricane, chain link, or fencing of a similar or like character is expressly prohibited

(c) All fencing shall be open construction; more particularly, solid wood board fencing (including alternating front and rear vertical board fencing that allows air flow but restricts vision), stockade fencing, or fencing of a similar construction is prohibited.

(d) Fencing may not be higher than 52 inches from the ground to its highest point.

(e) No fence may extend toward the front or street side property line beyond the front or side wall of the Residence.

(f) Any fencing or portion thereof that faces a public street shall be constructed so that all structural member and support posts will be on the side of the fence away from the street.

(g) Fencing may be painted or stained black, white or dark green; fencing also may be stained a natural wood color.

(h) Fencing shall be installed in a good and workman like manner and shall be regularly repaired and maintained consistent with the overall quality and character of Meadowbrook Estates.

(i) Privacy walls or screens for patios shall not be considered fences for purposes of this Section 10 and may be permitted as long as they do not extend beyond the side walls of the Residence and are approved by the Board.

(j) Notwithstanding anything contained in this Section 10 to the contrary, however, any fencing in use by any Owner of any Lot which is in violation of this Amendment No. 1 as of the date hereof ("Grandfathered Fencing"), shall be permitted to continue in use by said Owner; provided, however, no such Grandfathered Fencing shall be expanded or increased, or replaced (except as may be necessary to reasonably maintain and repair the same), with fencing of a like or similar nature in the future.

III. Article IV, Section 20 shall be deleted in its entirety and the following inserted in lieu thereof:

The style, type, size, construction, material and location of all outbuildings, including, children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn and other household maintenance equipment shall be approved by the Board in advance of the construction and/or installation thereof, and shall otherwise comply with the following conditions:

(a) All such outbuilding shall conform to all the terms and provisions contained in the Amended and Restated Restrictions and to all regulations of the Oldham County Planning and Zoning Commission, the Department of Health and all other laws and regulations affecting the use of such improvements.

(b) No such outbuildings shall be larger than 144 square feet.

(c) If constructed of concrete block, the outbuilding must be veneered with brick, stone, wood, vinyl or a combination thereof.

(d) All outbuildings shall be constructed or installed in a good and workman like manner

(e) Each Owner shall maintain and care for the outbuilding in good condition and repair and in conformity with the general character and quality of properties in Meadowbrook Estates, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting or staining of all exterior surface, and (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors and other exterior portions of the outbuildings to maintain an attractive appearance.

IV. Article VI, Sections 2, 3 and 4 of the Restated and Amended Restrictions are deleted in their entirety and the following inserted in lieu thereof:

2. The Assessments levied by the Association shall be used exclusively for the purpose of maintaining, repairing and/or replacing the Common Elements, promoting the safety and welfare of the Owners, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and



accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or Meadowbrook Estates; reasonable reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

3. The regular Annual Assessment shall be Two Hundred Dollars (\$200.00). The regular annual Assessment shall be collectible in a calendar year at one hundred percent (100%) for Owners receiving title prior to July 1<sup>st</sup>, and fifty percent (50%) for Owners receiving title after July 1<sup>st</sup>, of any calendar year.

4. In addition to the regular annual Assessment authorized under Section 3 above, if the Board of Directors reasonably determines that such increase is necessary in order to satisfy the responsibilities and obligations of the Association under Section 2 above the Board of Directors may levy a Special Assessment applicable to that calendar year only; provided, however, that any Special Assessment shall have the prior written approval of at least Fifty-One Percent (51%) of the outstanding votes held by Owners entitled to vote. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

**IN WITNESS WHEREOF**, Meadowbrook Estates Homeowners Association, Inc. has caused this instrument to be executed by its Board of Directors, this \_\_\_ day of \_\_\_\_\_, 2009.

**MEADOWBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Robert Woodcock  
Its: Director

By: \_\_\_\_\_  
Name: Steve Dabbs  
Its: Director

By: \_\_\_\_\_  
Name: Robert Weidner  
Its: Director

By: \_\_\_\_\_  
Name: David Joseph  
Its: Director

By: \_\_\_\_\_  
Name: Patricia Rose  
Its: Director

STATE

OF

KENTUCKY

COUNTY OF OLDHAM

I, the undersigned Notary Public, do hereby certify that the foregoing Amendment No. 1 to the Restated and Amended Restrictions of Meadowbrook Estates, LaGrange, Kentucky, were this \_\_\_\_ day of \_\_\_\_\_, 2009, signed and acknowledged before me by Robert Woodcock, Steve Dabbs, Robert Weidner, David Joseph and Patricia Rose, individually, and in behalf of the Board of Directors of the Meadowbrook Estates Homeowners Association, Inc., a Kentucky nonprofit corporation.

My notarial commission expires: \_\_\_\_\_

Notary Public, State of Kentucky at Large

\_\_\_\_\_

Prepared at:  
2203 Meadowbrook Drive  
LaGrange, Kentucky  
40031

By: Robert C. Woodcock, Esq.

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Approved for Recording  
By Administrator, \_\_\_\_\_, 2009.

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\_\_\_\_\_  
Oldham County Clerk

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