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Hardin County Clerk
Debbie Donnelly Clerk
BK 1511 PG 1319-1324

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
STILL MEADOW SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made and entered into this 6th day of May, 2021, by Larry and Linda Phillips and Will Harris Homes, LLC the owners of all lots in Still Meadow Subdivision, which has been platted and is of record in Plat Cabinet 1, Sheet 1319 in Hardin County Clerk's Office. Will Harris Homes, LLC and Larry and Linda Phillips do hereby establish the following restrictions and covenants for the use, development, and occupancy of all lots in said subdivision, to wit:

1. No lot shall be used except for private single-family residential purposes. No structure shall exceed two and one-half stories in height as measured from the front elevation of the lot.
2. No lot shall be re-divided so as to construct more than one residence on any single lot.
3. Easements for the installation and maintenance of utilities and for drainage are reserved as shown in the recorded subdivision plat, and no structures or plantings shall be so located as to obstruct the free and clear use of said easements for the purposes intended unless release is so mentioned in said deed.
4. A review and approval of the plans for the construction of any dwelling upon any lot located within the subdivision must be obtained, from Will Harris Homes, LLC, prior to construction and approval shall not be unreasonably withheld. Developer maintains the right to make copy of plans at the Developer's expense. The detailed plans and specifications shall include all details of construction and materials including, without limitation, the color of the exterior product and/or paint to be used on the exterior and the style and color of roof shingles. Bedford stone, Tennessee stone or similar stone shall not be permitted unless a photograph or sample of the particular stone has been approved by the Developer; and roof shingles shall be architectural dimensional type shingles. Other types of roof material or shingles may be approved by the Developer in its sole and uncontrolled discretion.
5. All exterior building materials shall be of either brick, stone, brick or stone veneer, cement board, or a combination of the same. Developer reserves the right to approve other synthetic materials such as polymer, composite, PVC or other products which may be new to the market place. No wood, metal, or vinyl siding will be permitted on primary residences unless being used as soffit, fascia, frieze board or other areas not considered to be "the body" of the home. Developer may approve other materials than those listed herein. Approval must be given in writing prior to construction. Certain wood products may be acceptable as exterior building material, but shall require the prior written approval of the Developer.

6. Construction of a home on any lot must be concluded within 24 months of the start of construction. Upon commencement of home construction, lot owner shall do his/her best to keep streets clean and free of dirt and/or debris. Should a lot owner habitually fail to keep his/her lot, jobsite and/or adjoining streets clean and orderly, then Developer will send written notice asking that they remedy and comply in the future. Should the Developer find it necessary, and lot owner is not responsive and/or reactive in complying with written request, the Developer reserves the right to clean the streets and send the lot owner an invoice for said work. The intentions are to keep the streets as clean as reasonably possible during the construction of homes within Still Meadow.
7. As construction of the improvements on each lot are completed, each lot owner must submit to developer a landscape plan for approval. Should seasonal weather prevent lot owner from completing landscape plan, lot owner must obtain a written waiver for the work to be delayed until weather allows for proper installation.
8. No structure of a temporary nature shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Prefabricated houses will not be permitted to be constructed or placed on any lot.
10. The main above-ground floor area of any single-family residence (exclusive of porches, basements, attics and garages) shall not be less than 1,800 square feet for a one story or ranch-style dwelling. Any residence of one & one-half or two stories shall not be less than 2,200 square feet with a minimum of 1,500 square feet on the main above ground floor area. Square footage shall be measured by the exterior dimensions of the outside main walls, and shall not include the area of any porches, garages, breezeways or finished basement areas.
11. A minimum 2 car garage must be attached with either rear-entry or side-entry and must be part of the main residence. All garages must be constructed of the same or similar material as the residence and attached garage entrances cannot face the street, unless otherwise approved by Developer. No single-car garages and no carports shall be permitted. Any outbuilding constructed on a lot must be located to the rear of the lot and the exterior must be of same or similar materials as the residence, or compliment the home's style and character. A site plan showing the location of the out-building relative to the house and other permanent structures must be provided to Developer for approval. All out-buildings MUST receive written approval by Developer prior to constructing.
12. All roofs must have an 8-12 minimum pitch unless otherwise approved by the Developer in writing.
13. Exposed foundations will not be allowed after final excavation unless extreme elevation changes require that it be necessary. In this case, Developer approval will be required.
14. All driveways must be constructed of cement concrete and/or asphalt, and completed within 3 months of completing the dwelling and taking occupancy. Lot owners may use gravel driveways as secondary drives that might connect a house to an out-building or otherwise. However, Developer approval must be received for approval of any gravel drives located on the property.
15. No residence or other structure shall be placed upon any lot closer than the building line for said lot as shown by the recorded plat.

16. A lot owner shall, at his/her own expense, maintain any and all drainage ditches abutting the lot owner's property, even though same may be within the road or utility easements.
 17. All utility lines shall be underground from the property line to any structure.
 18. Any lot owner who must disturb any natural waterway or drainage area in order to install a permanent structure such as driveway, walkway, bridge, or otherwise must obtain any necessary permit before disturbance and must immediately restore the area or keep area in good, clean order until final restoration can take place.
 19. It is expected that any property owner using satellite TV service shall install satellite in an area that is not visible from the street or to other property owners, when feasible. Only satellite dishes of one (1) meter in diameter or less may be used.
 20. Any and all fencing must be approved by Developer prior to installation. A fence plan must be submitted for approval and NO chain link fencing will be allowed.
 21. Only in-ground swimming pools will be allowed. No pools shall be allowed that are constructed above ground level. No construction of swimming pools shall be commenced until a site plan showing the location and specs of the pool are approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction, nor shall there be an increase in drainage to the properties during such construction. No swimming pool shall extend beyond side dimensions of the primary permanent residential structure without written prior approval of plans by the Developer. Pool fencing must also be approved prior to erection.
 22. No automobile which is not in running condition shall be parked upon any lot or street, unless housed in owner's garage. Each lot shall provide sufficient off-street parking, and no regular parking of automobiles upon the street shall be allowed.
 23. All trailers, RVs, ATVs, or other recreational vehicles must be kept in a garage and or out of sight from the street and adjoining property owners.
 24. No ornamental yard objects, statuary, sculpture or similar items shall be placed on any lot unless Developer approves its design and placement in writing.
 25. All exterior or outside play equipment located on any lot, including without limitation, swing sets, jungle gyms and similar equipment shall be placed in the center of the rear yard so that the same does not extend beyond a line equal to the sides of the residence extended, and so that the same is not otherwise generally observable from the front elevation view of the residence on the lot.
 26. Gardens are encouraged; however, the placement of any garden shall first be submitted for review and approval by Developer.
 27. No window air conditioning units are permitted on any house, garage or other structure.
 28. The placement of all flag poles must first be approved by Developer and must meet all local codes as they relate to flag poles.
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29. The owner and occupant of each lot shall maintain its lawn in a first class manner; and at no time during or after construction shall any trash, dirt, clipped weeds, grass or debris of any type be placed, wasted or deposited on any lot (vacant or otherwise) by the owner, occupant, his, her or its contractor or sub-contractors or others. Should a property owner become in default of the above, the Developer may provide written notice of default and if not remedied within ten (10) days of such notice the Developer may enter such lot to cut grass and/or weeds and/or remove any debris and/or perform any other appropriate maintenance work, and collect its costs of labor and material, plus 25% from the owner and occupant of such lot. Each lot owner shall clear the lot of underbrush, and the lot shall be kept mowed and properly maintained. Any vacant lot shall be mowed 6 times per year.

30. Each owner of a lot shall at his/her sole cost and expense repair his/her residence, keeping same in a condition comparable to the condition of each residence at the time of its initial construction, excepting only normal wear and tear. No trade or business of any kind and no professional practice shall be conducted upon any lot within the subdivision. In default of the above, the Developer may provide written notice of default and if not remedied within ten (10) days of such notice, the Developer may enter such lot to repair or maintain the structure(s) and collect its costs of labor and material, plus 25% from the owner and occupant of such lot.

31. No offensive or noxious activity shall be carried on or permitted upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry shall be raised, bred, or kept upon any lot except that dogs, cats, or other household pets may be kept, provided that they are not maintained for any commercial purposes, unless they are kept as a community endeavor. All animal owners must adhere to established leash laws. Animal feces must be collected and removed by animal owners; no person shall take any action (or omit to act) based upon a grant or determination by the Elizabethtown Planning and Zoning commission without prior written consent of the Developer. In applying for such consent, Developer shall be provided with such details as it requests of the proposed use; and no person shall, after the granting of such consent, if any, act (or omit to act) in any way inconsistent with the specific proposal thus delivered to the Developer.

32. The Developer will serve as the governing body of these covenants and restrictions and will maintain any community areas, including the creek crossing, landscaping and entrance sign, until such time that 75% of the lots are sold. At that point, the lot owners shall meet and determine how these responsibilities, including the collection and management of the yearly assessments, are handled.

33. Every lot owner, except for Developer, shall be required to pay, on January 1 of each year, an annual maintenance fee not to exceed \$150 per lot as of January 1, 2022, to the Developer, or the prorated amount should title transfer after Jan 1. The Developer shall have absolute discretion in terms of community expenditures as it determines the necessary improvements and/or regular maintenance, in good faith, which will benefit the subdivision.

34. The maintenance fees shall constitute a lien on the lot and any improvements thereon, but shall be subordinate to a first mortgage or first vendor's lien placed on the lot. A record of receipts and disbursements made to and from the Maintenance Fund will be available for examination by owners upon request.

35. These covenants and restrictions shall run with the land and shall be binding on all parties claiming the title to or interest in said lots for a period of 30 years from this date, and after which time they shall be extended automatically for successive periods of ten years unless an instrument signed by a majority

of the owners of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part.

36. Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, and any lot owner in violation of these restrictions and covenants shall pay all costs and expenses associated with the enforcement, including but not limited to any reasonable attorney fees incurred.

37. The Developer may amend any provision in this Declaration of Restrictions and Covenants so long as in its good faith judgment the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the remainder of the subdivision is hindered or made less economic in any way by any provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of seventy-five percent (75%) of all the lots in the subdivision.

38. The invalidity of any one of these covenants and restrictions shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signature of Will Harris Homes, LLC, owner and developer of Still Meadow Subdivision, Elizabethtown, Hardin County, Kentucky, and Larry and Linda Phillips, lot owners.

Will Harris Homes, LLC

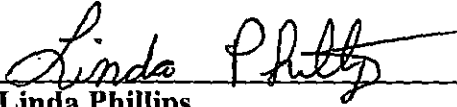
By: 

WILLIAM E. HARRIS, member

Date: 5-6-21


Larry Phillips

Date: 5-6-21


Linda Phillips

Date: 5-6-21

COUNTY OF HARDIN

COMMONWEALTH OF KENTUCKY

The foregoing was acknowledged before me this 6th day of MAY, 2021,
by William E. Harris, Member of Will Harris Homes, LLC, for and on behalf of the company; and by
Larry Phillips and Linda Phillips.

Michael Patrick Bell ID# KYNP12951
My Commission Expires: Sept 17, 2024

Prepared by:

Mauck

Bell, Hess & Van Zant, PLC
2819 Ring Rd, PO Box 844
Elizabethtown, KY 42702

I, Debbie Donnelly, County Clerk of
Hardin County, Kentucky, hereby certify
that the foregoing instrument has been
duly recorded in my office.

Debbie Donnelly

By: STACEY REED, dc