

**Malone Meadows SouthWest
On Lake Malone
FIRST AMENDED COVENANTS & RESTRICTIONS
As Amended at the October 18, 2008 Annual Meeting**

- All lots shall be residential except for owner occupied bed and breakfast housing (NO commercial development.)
- No building shall be erected or placed on any lot other than a single family, private dwelling with garage and/or optional guesthouse. Wood sided pole barns are permitted for storage.
- All residences shall contain not less than 1200 square feet living area exclusive of porches, garages, decks, patios, etc.
- NO mobile homes, trailers, buses, double-wide mobile homes, pre-fabricated all metal homes are allowed on any lot as a residence, or for storage, either temporarily or permanently. Temporary camping is permitted. Only equipment professionally manufactured for the purpose, such as travel trailers / campers and recreational vehicles that are self-contained maybe used for camping shelters. Such structures or vehicles as described above shall not be left or stored unoccupied on any lot without a home at any time.
- No lot may be subdivided unless over 5 acres and any lot subdivision shall require the approval of a majority of the lot owners in the subdivision after a vote taken on the requested lot subdivision at the annual meeting of the Home Owners Association. Minimum lot size shall be two acres in the subdivision process described above.
- No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except household pets, which shall be under control of owner at all times. No trapping or hunting or discharging of firearms shall be permitted within the subdivision with the exception of Lot 24. Horses may be kept on property 5 acres or greater, allowing at least one acre per horse.
- Residential buildings shall be used only as such, and no noxious trade or activity shall be engaged in on any lot, nor shall there be anything constituting a nuisance or a source of annoyance to the neighborhood.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, but such waste shall be kept in sanitary containers. No lot owner shall permit any discarded motor vehicle, equipment, machinery, boats, appliances, or other scrap to be abandoned on his/her lot or remain there for more than ninety (90) days.
- All residences shall be set back at least twenty-five (25) feet from any road, ten (10) feet from any side or back lot line, or easement of record.
- All construction shall be of new materials and all residences shall be constructed with a siding material of finished wood, brick, Dryvit, stone, vinyl siding or metal alloys.
- The minimum building requirements as set forth in these restrictions shall be fulfilled within one (1) year from the date construction began.
- Easements are reserved along and within fifteen (15) feet of lot lines for the maintenance of public and quasi-public utilities.

Removal of trees to be kept at a minimum: clearing for house site, septic, garage and driveway.

One temporary sign shall be permitted on each lot for the temporary purpose of advertising either the sale of the lot, the rental of a building on the lot, a candidate in an up coming election, or a construction company currently performing construction on the lot. Said temporary signage shall not exceed 12 square feet of signage space on each side of the sign. No signs other than the permitted temporary signage listed above shall be displayed on any property in the subdivision except for street, traffic, location, no trespassing, no hunting and bed and breakfast signs.

These covenants are to run with the land and shall be binding on all persons claiming under them and may only be amended at a duly noticed annual meeting of the Home Owners Association by a majority vote of lot owners entitled to vote at the annual meeting. All terms and conditions of the most recently approved and recorded By-Laws of Malone Meadows Southwest, Inc. and Declarations of Malone Meadows Southwest, Inc., Establishing a Plan for common ownership of the common elements of Malone Meadows Southwest Subdivision, are hereby incorporated into these Covenants and Restrictions. To determine a majority of lot owners, each lot shall be entitled to one vote regardless of the number of owners of one lot or the number of lots owned by one person.

For violation of any of the covenants herein set forth any party hereto may prosecute appropriate proceedings under the law of the Commonwealth of Kentucky, such as for damages or for abatement of a nuisance, or in case of attempted violation, for prevention and restraint.

If any of the covenants and restrictions herein set forth shall be judicially invalidated, all others shall remain in full force and effect.

I have received the Malone Meadows Covenants and Restrictions:

DOCUMENT NO: 161619
RECORDED ON: MARCH 16, 2009 09:23:34AM
TOTAL FEES: \$13.00
COUNTY CLERK: GAYLAN SPURLIN
COUNTY: MUHLENBERG COUNTY
DEPUTY CLERK: KATHY SADDLER
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