

**DECLARATION OF RESTRICTIONS
SOUTHERN HEIGHTS SUBDIVISION**

This Declaration of Restrictions made this _____ day of _____ 2006, by Kindred Investors, Inc. a Kentucky corporation, whose address is 59 Dawson Lane, Radcliff, Kentucky 40160.

WHEREAS, Kindred Investors, Inc. (herein called DEVELOPER) is the owner of all lots in Southern Heights Subdivision as shown by plat of the same of record in Plat Cabinet____, Sheet _____, in the Office of the Hardin County Clerk, and whereas, Kindred Investors Inc. desire to protect said property by appropriate restrictions as to the sale, use and improvements of said lots and to make said subdivision more desirable for residential purposes.

NOW, THEREFORE, Kindred Investors, Inc. hereby imposes on said property in said subdivision and make same subject to the following restrictions and stipulations.

1. Each lot herein granted shall be used for residential purposes and such home occupations as allowed by the Radcliff Zoning Ordinance in effect on this date. No building or structure of any kind whatsoever shall exceed two (2) stories high in height on front of building and, a one, two or three-car garage may be constructed on any lot.
2. The living area of a single family structure, exclusive of porches, breeze ways, and garages, shall be as follows:
 - a) A single level shall not be less than 1200 square feet
 - b) A story and a half (1 ½), first level shall not be less that 800 square feet
 - c) A two story, first level shall not be less than 700 square feet.
3. All buildings shall be constructed of brick, brick veneer, stone veneer, aluminum, vinyl siding or wood siding, exterior stucco such as the Dryvitt System, and any other materials that may come new on the market but must be approved by the Architectural Committee appointed by Kindred Investors, Inc.
4. The Architectural Committee shall be composed of Philip Murrell, Toshie Murrell, Chester Powell or their designees.
5. A lot owner shall, at his or her own expense, maintain any and all drainage ditches abutting lot owner's property, even though the drainage ditch lies within the road or utility easement.
6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage

channels in the easements unless approval is obtained from the appropriate officials of the City of Radcliff.

7. NUISANCES: No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or any other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
9. SATELLITE DISHES: Must be placed in an inconspicuous area so as not to diminish the value and beauty of the home or the neighborhood.
10. MAILBOXES: Mailboxes shall be uniform in design The Gentry Model GC1 B shall be used at each lot.
11. FENCES: No chain link fences will be erected on any lot. Privacy fences may be used. Privacy fence height shall be six foot..
12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Provided however, the Developer shall be permitted to maintain signs on the property advertising the subdivision until the subdivision lots in each section are sold.
13. LIVESOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. FENCES: No fence or wall or garden shall be erected, placed or altered on any lot nearer to any street than the rear wall of the residence on said lot.
16. Inoperative automobiles and vehicles shall not be permitted outside of an enclosed garage. No motor vehicle repair shall be allowed on any lot in the subdivision. No house trailer, commercial vehicle, or truck over 3/4th ton shall be regularly parked on any lot or street in said unit other than for delivery or construction purposes unless housed in a garage.
17. As construction of the improvements is completed, each lot shall be graded and landscaped to and including sod ding all yards from the edge of the adjacent street pavement to the rear line of the dwelling.
18. Any vegetable garden on any lot shall not extend toward the street nearer than the rear line of the dwelling.
19. The property shall e conveyed subject to the building lines and utility easements on the record plat.

20. The undersigned reserves the right to keep any and all lots mowed and in presentable condition at the expense of the equitable or fee owner or owners of the lot or lots as of the date of mowing.
21. It shall be the responsibility of the immediate purchaser from the developer or either sod or concrete all drainage easements of the lot purchased which has a slope in excess of 3 to 1. Such immediate purchaser from the developer shall remain responsible for the quality of work performed for a period of one (1) year from the date of the completion of construction on the lot, and shall bear any expense which is required due to the inadequacy of the work performed.
22. TERM: The covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, their successors and assigns, heirs and personal representatives, for thirty (30) years from the date of this instrument, and are to be extended automatically from year to year thereafter unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part.
23. Invalidation of any or more of these restrictions by judgment, Court Order of any competent jurisdiction, ordinance, statute, and/or government regulation shall in no way affect or invalidate the remaining restrictions herein contained which restrictions shall remain in full force and effect for the period herein provided and the extension thereof.
24. ENFORCEMENT: Enforcement 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 damage. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure.
25. Each purchaser of lots in Southern Heights Subdivision shall within ninety (90) days of habitation of any structure placed upon said lot, construct a sidewalk to be four (4) feet in width and not less than four (4) inches thick Said sidewalk shall be so located as to join the sidewalks constructed on adjoining lots.
26. Any purchaser of lots in said Subdivision shall, in the construction of improvements thereon and in grading said lot for the improvements, shall so construct and grade as not to cause a change in the drainage of water onto or over other properties.
27. Any purchaser of lots in said Subdivision shall construct sidewalks, provided for above, not later than one (1) year after their date of deed, notwithstanding the provisions set out in section 22 above. Any purchaser of lots with the intention of not immediately erecting a structure for habitation upon said lot, shall construct sidewalks, provided for above, not later than ninety (90) days after their date of deed, and finish and complete drainage easement as provided in section 18 above.
28. All purchasers of lots in Southern Heights Subdivision are responsible for maintaining the outside of their structures and grounds in a manner that will not cheapen or cause degradation of Southern Heights Subdivision.

29. According to the Definitions used as of the date of these restrictions by the Radcliff Planning Commission as set forth in the Radcliff Subdivision Regulations and the Radcliff Zoning Ordinance, all lots are single family residences.

IN WITNESS WHEREOF, each of the undersigned has hereunto set its hand by its duly authorized officer this day and year first above written.

KINDRED INVESTORS, INC.

STATE OF KENTUCKY

COUNTY OF HARDIN

The foregoing instrument was acknowledged before me this ____ day of ____ 2006, by _____ President of Kindred Investors, Inc. a Kentucky Corporation, of behalf of said corporation.

My commission expires _____.

NOTARY PUBLIC

Prepared by Jerldean Howard
59 Dawson Lane
Radcliff, Kentucky 40160