

BOOK 806 PAGE 233

DECLARATION OF RESTRICTIONS

127234

HILLTOP TERRACE ESTATES SUBDIVISION

SECTION NO. 8

This Declaration of Restrictions made this 9th day of February, 1995, by NORTH HARDIN DEVELOPERS, INC., of 1601 N. Logsdon Parkway, Radcliff, KY 40160.

WITNESSETH; That WHEREAS, NORTH HARDIN DEVELOPERS, INC., is the owner of all lots in Hilltop Terrace, Section No. 8, as shown on plat of same recorded in Plat Cabinet 1, Sheet 1580, in the Office of the Hardin County Court Clerk; this said NORTH HARDIN DEVELOPERS, INC., acquired title to the aforesaid property by Deed dated November 30, 1983, and recorded in Deed Book 491, Page 280, in the Office off the Clerk aforesaid.

WHEREAS, the said NORTH HARDIN DEVELOPERS, INC., desires 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, NORTH HARDIN DEVELOPERS, INC., the owner, hereby imposes on said property in said subdivision and made 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 to exceed two (2) stories high in height on front of building and, a one, two or three car garage can be constructed on any lot.

2. Each dwelling unit shall have a minimum of 1,200 square feet of floor space and porches, garages, and breezeways are not

*North Hardin Developers, Inc.
1601-A N. Logsdon Parkway
Radcliff, KY 40160*

Return to

to be computed in arriving at this figure; however, if a 1 1/2 or 2 story plan is erected then in that event, the minimum floor space on the first floor shall be 1,000 square feet per dwelling unit.

3. All building shall be constructed of brick, brick veneer, stone veneer, aluminum, vinyl siding or wood siding, exterior stucco such as the new Dryvitt System, and any other materials that may come new on the market but must be approved by the Architectural Committee appointed by North Hardin Developers, Inc.

4. The architectural committee shall be composed of Virgil Pearman, Lynwood Wiseman, and Terrence Littrell, or their designees.

5. A lot owner shall, at his own expense, maintain any and all drainage ditches abutting lot-owner's property, even though the drainage ditch lies within the road or utility easements.

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 through City of Radcliff officials.

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-building shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGN: 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. Also, a sign or signs shall be allowed by the developer advertising the subdivision until subdivision lots in each section are sold.

10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided, that they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste 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.

12. FENCES: Any fence or hedge used as fencing shall be restricted to the rear yard area of each lot and shall not extend nearer to the front lot line than the front line of the foundation of the house erected thereon.

13. No parking of house trailers will be allowed on the lot. The parking of large trucks shall be prohibited except

during construction or at such time as the particular vehicle is used for business on a temporary basis.

14. As construction of the improvements is completed, each lot shall be graded and landscaped, to and including sodding all yards from the edge of the adjacent street pavement to the rear line of the improvements.

15. Any vegetable garden on any lot shall not extend toward the street nearer than the rear line of the dwelling.

16. No auto or vehicle repair shall be allowed on any lot in the subdivision. No abandoned vehicles or vehicles which do not operate are allowed to be setting in the subdivision including on any lot.

17. The property shall be conveyed subject to the building lines and utility easements on the record plat.

18. The undersigned reserve 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 the mowing.

19. It shall be the responsibility of the immediate purchaser from the developers to 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 the 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.

20. TERM: These 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.

21. Invalidation of any one or more of these restrictions by judgment, Court Order of any competent jurisdiction, ordinance, statute, and/or governmental 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.

22. 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.

23. Each purchaser of lots in Section 8 of Hilltop Terrace Subdivision shall, within ninety (90) days of habitation of any structure placed upon said lot, construct a sidewalk paralleling and adjacent to all streets adjoining said lot, said 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.

24. 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.

25. Any purchasers 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 (23) above. Any purchasers 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 for in (19) above.

26. All purchasers of lots in Hilltop Terrace are responsible for maintaining the outside of their structures and grounds in a manner that will not cheapen or cause degradation of Hilltop Terrace Estates Subdivision.

27. All purchasers of lots in this section take subject not only to these restrictions, but also subject to the Homeowners Association and its By-laws dated the 14th day of September, 1994, recorded in Deed Book 799, Page 521-536, in the Office of the Clerk of the Hardin County Court.

28. 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 residence.

IN WITNESS WHEREOF, the parties hereto, being the owners of all lots located in Hilltop Terrace, Section 8, have caused their corporate names to be hereunder subscribed by their duly authorized officer this day and year first above written.

Wanda R. Pearson

 NORTH HARDIN DEVELOPERS, INC.
 PRESIDENT

BOOK 806 PAGE 239

STATE OF KENTUCKY

COUNTY OF HARDIN

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF February, 1995, BY VIRGIL L. PEARMAN, PRESIDENT, OF NORTH HARDIN DEVELOPERS, INCORPORATED, OWNER OF HILLTOP TERRACE, SECTION 8.

MY COMMISSION EXPIRES: 3/12/97

May a. Vasquez
NOTARY PUBLIC, STATE AT LARGE, KY

PREPARED BY:

Virgil L. Pearman
NORTH HARDIN DEVELOPER, INC.
OWNERS, HILLTOP TERRACE, SECTION 8
1601-A NORTH LOGSDON PARKWAY
RADCLIFF, KY 40160

STATE OF KENTUCKY SCT.
COUNTY OF HARDIN
I, DAVID L. LOGSDON, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED IN
BOOK 806 PAGE 239 IN MY
SAID OFFICE.
BY David L. Logsdon
DAVID L. LOGSDON, CLERK

DAVID L. LOGSDON
HARDIN COUNTY CLERK
BY M. Magness

FEB 9 3 14 PM '95

FEE PD. ST. _____ CL. N. M.
DEED TAX _____
LODGED AND RECORDED
THIS _____