

**Declaration of Restrictions**  
**Heritage Hills**  
(Lawson property highway 1633)

This Declaration of Restrictions made and entered into this 16th day of November, 2000 by Murrell Lawson Homebuilder, Inc. as the owner and developer of land at 2378 Elk Creek Road shown in Plat Cabinet 3 Slide 2154 in the office of the Spencer County Clerk, Taylorsville, Ky.

Whereas, the Owner / Developer does hereby impose the following restrictions upon the use of all lots for residential purposes as shown on the plat referred to above, which restrictions are in addition to easements for roadways, utilities, and stipulations as shown on said plat which are in addition to regulations imposed by any applicable zoning authority:

1. All lots shall be used exclusively for single family private residential purposes.
2. Each lot shall contain no more than one dwelling house and may contain only one additional unattached structure which has a masonry front similar to the dwelling house.
3. There shall not be any mobile homes, modular homes, premanufactured homes, or sectional homes on any lot.
4. No building shall be constructed on any lot closer to the front line than sixty (60) feet from the center of the roadway or nearer to the side and rear lines than fifteen (15) feet or as prescribed by the Spencer County Planning and Zoning. Any deviation from this restriction shall require the written approval of the Developer.
5. No building shall be constructed on any lot until building plans, specifications, and plot plans showing the location of buildings have been approved in writing as to the conformity and harmony of existing structures in the subdivision.
6. The front exterior of the dwelling house of lots 12 through 28 shall be masonry (brick or stone) and shall have a minimum of 1,300 square feet of finished living space exclusive of porches, garages, and basements.
7. The exterior of dwellings constructed on lots 1 through 11, and lot 30 and 29 shall be entirely brick or stone veneer and shall have a minimum of 1,500 square feet of finished living area exclusive of porches, garages, and basements. (Any deviations of this shall require the express written approval of the Developer) These lots shall conform to restrictions in size of the phase two development.
8. The construction of any residence, building or other structure on any lot shall be completed within six (6) months from the beginning date of construction.

Lawson

*Revised 9-30-05*

*Declaration of Restrictions  
Heritage Hills  
(Lawson Property Highway 1633 Elk Creek Rd.)*

*This Declaration of Restrictions made and entered into this 16<sup>th</sup> day of November, 2000 by Murrell Lawson Homebuilder, Inc. as the owner and developer of land at 2378 Elk Creek Road shown in Plat Cabinet 3, Slide 215 in the office of the Spencer County Clerk, Taylorsville, Ky.*

*Whereas, the Owner/Developer does hereby impose the following restrictions upon the use of all lots for residential purposes as shown on the plat referred to above, which restrictions are in addition to easements for roadways, utilities, and stipulations as shown on said plat which are in addition to regulations imposed by any applicable zoning authority:*

- 1. All lots shall be used exclusively for single family, private residential purposes.*
- 2. Each lot shall contain no more than one dwelling house and may contain only one additional unattached structure which has a masonry front similar to the dwelling house.*
- 3. There shall not be any mobile homes, modular homes, pre-manufactured homes, or sectional homes on any lot.*
- 4. No building shall be constructed on any lot closer to the front line than sixty (60) feet from the center of the roadway or nearer to the side and rear lines than fifteen (15) feet or as prescribed by the Spencer County Planning and Zoning. Any deviation from this restriction shall require the written approval of the Developer.*
- 5. No building shall be constructed on any lot until building plans, specifications, and plot plans showing the location of buildings have been approved in writing as to the conformity and harmony of existing structures in the subdivision.*

*original given to  
Murrell Lawson*

6. *The exterior of dwellings constructed on all lots shall be entirely of brick or stone veneer and shall have a minimum of 1,500 square feet of finished living area exclusive of porches, garages, and basements. (Any deviations of this shall require the express written approval of the Developer.)*
7. *The construction of any residence, building or other structure on any lot shall be completed with (6) months from the beginning date of construction.*
8. *No tent, shack, garage, trailer, mobile home, modular home, recreational vehicle, outbuilding shall be used as a residence. No building shall be moved onto any lot unless it conforms to the restrictions herein set out.*
9. *Any one and one-half (1-1/2) or two (2) story homes must contain a minimum of 1,000 square feet on the first floor.*
10. *No noxious or offensive trade or activity shall be permitted on said lots, nor shall anything be done thereon which is or may become an annoyance or nuisance to other owners. No inoperable cars, trucks, tractors or other inoperable vehicles or machinery are allowed on any lot in the subdivision, except enclosed structures where they are not visible to adjacent property owners or from roadways. No semi-tractors or semi trailers shall be parked or stored anywhere on any lot or within the subdivision..*
11. *No permanent signs are to be attached to or placed upon any lot except the owner's nameplate and/or house numbers. No commercial advertising shall be permitted with the exception of realtor signs. The Developer, however, reserves the right and privilege to erect or place a sign temporarily on any lot owned by the Developer in order to promote the sale of said lots.*
12. *All utility service shall be under ground.*
13. *When a culvert is required for proper drainage, each lot owner shall install, maintain, and keep open such culvert to provide adequate drainage. If a culvert is required it shall have a minimum size of 15 inches by 20 feet long.*

21. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority vote of all the lot owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, which action or actions shall be brought by any person or persons or corporations owning real property situated in the subdivision.

23. Invalidation of any of these covenants by judgment or court action or order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signature of the parties of the first part this 4th day of Feb., 2003.

*Murrell Lawson* 9-30-03  
Murrell Lawson  
Murrell Lawson, President  
Murrell Lawson Homebuilder, Inc.

This instrument prepared by:  
Kitty S. Lawson  
Kitty S. Lawson, 190 Heritage Way, Taylorsville, Kentucky  
Secretary  
Murrell Lawson Homebuilder, Inc.

DOCUMENT NO: 9-30-03  
RECORDED ON: OCTOBER 01, 2003 08:47:26AM  
TOTAL FEES: \$14.00  
COUNTY CLERK: JUDY PUCKETT  
COUNTY: SPENCER COUNTY  
DEPUTY CLERK: LAURA H NATION

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11. No permanent signs are to be attached to or placed upon any lot except the owner's nameplate and/or house numbers. No commercial advertising shall be permitted with the exception of realtor signs. The Developer, however, reserves the right and privileges to erect or place a sign temporarily on any lot owned by the Developer in order to promote the sale of said lots.
12. All utility service shall be under ground.
13. When a culvert is required for proper drainage, each lot owner shall install, maintain, and keep open such culvert to provide adequate drainage. If a culvert is required it shall have a minimum size of fifteen (15) inches by twenty (20) feet long.
14. Fences shall be new board/plank, new steel chain link, or rustic rail and must conform with the rest of the development and have the appearance of being professionally done. No chain link fences shall be constructed around the front yards of property. Property owners ( in Phase one of Heritage Hills) shall supply and erect mailboxes in accordance with United States Postal Regulations. Phase 2 property owners are required to purchase mailboxes in accordance with the Developers specifications. All mailboxes are to be maintained in an attractive and neat manner and conform to the over-all appearance of the subdivision.
15. No swimming pools may be installed on any lot without the express approval of the Developer as to the type, location, and proper safeguards. No ponds or lakes may be created or added to any lot other than those existing at the time these restrictions are put into effect, without the express written approval of the Developer and adjoining property owners.
16. No lot shall be subdivided or diminished in size, and no Passover road easements shall be given without the Developer's written approval. The Developer, however, reserves unto themselves the right and privilege to extend road easements to adjacent property for development purposes or for any reason they may see fit.
17. No poultry or other livestock (to include horses, cows, etc.) shall be kept on any property except household pets. Such pets should be restricted to owner's property and may not become a nuisance to the other property owners. No pens or kennels shall be permitted for commercial purposes.
18. Individual sewage disposal systems shall be located and constructed in accordance with requirements, standards, and recommendations of the State Board of Health.
19. Trash, garbage, or other waste shall be kept in proper containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No burning of rubbish or trash is permitted.
20. Beginning with the date of these amendments, February 16, 2006, construction of a residence must begin on any purchased lot within two (2) years of the closing date on said lots. All driveways of these newly

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Declaration of Restrictions  
Heritage Hills  
(Lawson Property, Highway 1633 Elk Creek Road)

This Declaration of Restrictions made and entered into this 16th day of November, 2000 by Murrell Lawson Homebuilder, Inc. as the owner and developer of land at 2378 Elk Creek Road shown in Plat Cabinet 3, Slide 215 in the office of the Spencer County Clerk, Taylorsville, Ky. Revised on the 28<sup>th</sup> day of March, 2006.

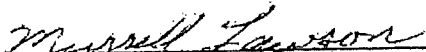
1. All lots shall be used exclusively for single family, private residential purposes.
2. Each lot shall contain no more than one dwelling house and may contain only one additional unattached structure. That structure must have a brick or stone front and shingle roof like the dwelling house. The remaining sides must be the same as the front or have vinyl siding. The maximum size shall be 25 feet x 25 feet unless approved by the developer. SEE REGULATION NUMBER 5
3. There shall not be any mobile, modular homes, pre-manufactured homes, or sectional homes on any lot.
4. No buildings shall be constructed on any lot closer to the front line than sixty (60) feet from the center of the roadway or nearer to the side and rear lines than fifteen (15) feet or as prescribed by the Spencer County Planning and Zoning. Any deviation from this restriction shall require the written approval of the Developer.
5. No building shall be constructed on any lot until building plans, specifications, and plot plans showing the location of buildings have been approved in writing as to the conformity and harmony of existing structures in the subdivision. No pre-built homes or structures shall be moved onto any lot from another location without the written approval of the developer.
6. (A) The exterior of dwellings constructed on all lots in PHASE I shall be entirely of brick or stone veneer and shall have a minimum of 1,500 square feet of finished living area exclusive of porches, garages, and basements with the exception of Lots 3 and 4 which shall have 1,700 square feet of finished living area exclusive of porches, garages, and basements. (Any deviations to this shall require the express written approval of the developer.)  
(B) The exterior of all dwellings in PHASE II shall be constructed entirely of brick or stone veneer and shall have a minimum of 1,650 square feet of finished living area exclusive of porches, garages, and basements. Lots 1, 23, 24, and 25 of PHASE II shall have 1,750 square feet of finished living area exclusive of porches, garages, and basements.  
(C) All houses in PHASE II shall have paved or concrete driveways. Lots 1, 2, 3, and 4 of PHASE I shall have paved or concrete driveways. (See regulation 20)
7. The construction of any residence, building or other structure on any lot shall be completed within six (6) months from the beginning date of construction.
8. No tent, shack, garage, trailer, mobile home, modular home, recreational

Murrell Lawson

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- the other property owners. No pens or kennels shall be permitted for commercial purposes.
18. Individual sewage disposal systems shall be located and constructed in accordance with requirements, standards, and recommendations of the State Board of Health.
  19. Trash, garbage, or other waste shall be kept in proper containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No burning of rubbish or trash is permitted.
  20. Beginning with the date of these amendments, March 29, 2006 the construction of a residence must begin on any purchased lot within two (2) years of the closing date of said lot. All driveways of these newly constructed homes must be paved within one (1) year of the completion date of the home. Maintenance (ie mowing, cleaning, etc.) of said lots must begin with closing and will no longer be the responsibility of the Developer.
  21. Any deviations to the above restrictions must be approved in writing by the Developer.
  22. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority vote of all property owners of the lots has been recorded agreeing to change said covenants in whole or in part.
  23. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, which action or actions shall be brought by any person or persons or corporations owning real property situated in the subdivision.
  24. Invalidation of any of these covenants by judgment or court action or order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signature of the parties of the first part this  
29 day of March, 2006.

  
Murrell Lawson, President  
Murrell Lawson Homebuilder, Inc.