

# COVENANTS & RESTRICTIONS

## AUTUMN HEIGHTS

1. All lots in said subdivision shall be residential.
2. No building shall be erected or placed on any lot other than a single family private dwelling, garage, and accessory buildings relative to single family dwellings.
3. The minimum building requirements as set forth in these restrictions shall be fulfilled within one (1) year from the date construction began.
4. All residences shall contain not less than eight hundred (800) square feet living area for a one story, or twelve hundred (1200) square feet for a two story building, exclusive of porches, garages, decks, patios, etc.
5. All residences shall be set back at least twenty-five (25) feet from any front lot line, ten (10) feet from any side or back lot line.
6. All construction shall be of new materials and all residences shall be constructed with a siding material of finished wood, brick, stone, stucco/dryvit, vinyl siding or metal alloys.
7. Easements are reserved along and within fifteen (15) feet of lot lines along roads for the maintenance of public and quasi-public utilities.
8. No lot may be subdivided.
9. Mobile homes, trailers, buses, double-wide mobile homes, pre-fabricated all metal homes are not 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 may be used for camping shelters, no tents. Such structures or vehicles as described above shall not be left or stored unoccupied, on any lot without a home, (at any time)
10. No animals, horses, 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. With suitable facilities and proper fencing lots numbered 45, 46, 47 and 48 shall be permitted to have up to 3 horses and/or ponies.
11. No trapping or hunting or discharging of firearms shall be permitted within the subdivision.
12. 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.
13. 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.
14. Lots 1 through 34 inclusive shall be kept mowed a minimum of twice annually during the growing season. The wooded portion of these lots shall be excluded from this restriction.
15. No signs shall be displayed on property, except "For Sale" signs shall be permitted.
16. These covenants are to run with the land and shall be binding on all persons and parties claiming under them until November 1, 2005 at which time said covenants shall be automatically extended in force and affect of successive periods of ten (10) years unless by a majority of owners it be agreed to change said covenants in whole or in part. To determine a majority of lot owners, each lot shall be entitled to one (1) vote regardless of the number of owners of one lot or the number of lots owned by one person.
17. 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.
18. If any of the covenants and restrictions herein set forth shall be judicially invalidated, all others shall remain in full force and effect.



### OWNER'S CERTIFICATE

We hereby certify that we are the owners of the property and hereby adopt this plan of subdivision with our free consent, noted, establish easements (whether public or quasi-public), as specified hereon and that these covenants shall be incorporated every deed of conveyance executed by us in plat of subdivision.

Date FEB 13 1996

AUTUMN HEIGHTS

OWNER(S)

Gary D. Hudg  
Gary D. Hudg

STATE OF KENTUCKY - COUNTY OF TRIGG

I, Theresa Marie Clark Notary Public in and for the State of Kentucky do hereby certify that this plat of subdivision was this day produced, and the above named owners to be their act and deed.

Date Feb. 13 1996

Notary Public Theresa Marie Clark

My commission expires: May 1999

CERTIFICATION OF THE APPROVAL OF INDIVIDUAL WATER AND SEWERAGE

I hereby certify that the water supply and sewage disposal system installation in the subdivision entitled Autumn Heights will fully comply with the requirements of the State Health Department, and are hereby approved as shown on the plat.

Date 2/22 1996  
City or County of Trigg

CERTIFICATE OF APPROVAL FOR RECORDING

I, hereby certify that the subdivision plat shown hereon has been approved in accordance with the regulations for Cadiz and Trigg County, Kentucky, with the minutes of the Planning Commission, and that it is the office of the County Clerk.

Date \_\_\_\_\_ 19 \_\_\_\_\_

Chairman or Secretary

STATE OF KENTUCKY - COUNTY OF TRIGG - SCT.

I, Wanda H. Thomas Trigg County Clerk, do hereby certify that this plat of subdivision was this day produced, and the above named owners to be their act and deed.

was this day produced to me in my office, with the foregoing endorsed. Whereupon the same was, this day at 11:45 a.m. indexed and with the foregoing and this certificate has been filed in my office on March 1 1996.

Clerk Wanda H. Thomas

By Lina Bivens D.C.

Recorded in Plat Cabinet B Page 32 Slide 32