

DECLARATION OF RESTRICTIVE COVENANTS
CECIL KOGER NORTH HIGHWAY 738 SUBDIVISION

Comes the undersigned, CECIL KOGER, President and on behalf of KOGER'S, INC., owner and developer of CECIL KOGER NORTH HIGHWAY 738 SUBDIVISION hereinafter referred to as the Developer and sets forth herein, a formal Declaration of restrictive covenants and restrictions affecting the CECIL KOGER NORTH HIGHWAY 738 SUBDIVISION in Clinton County, Kentucky.

Whereas, the Developer has caused to be prepared and recorded a plat of said properties now of record in the Clinton County, Kentucky Clerk's Office in Plat Book No. 3, at Page No. 40, and the Developer expressing its desire and intent to insure the best use and most appropriate development and improvement of each building site thereof, and further, to protect the owners of said building sites against improper use of surrounding building sites which would depreciate the value of their property; to preserve, so far as is practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of the said property; to encourage and secure the erection of attractive buildings thereon, and thereby so enhance the values of investments made by the purchasers and owners of said building sites therein;

Therefore, the Developer does hereby declare that each and every lot described in the aforesaid subdivision plat and described in said plat will be and are hereby subject to the following reservations, restrictions and covenants:

1. There will be no re-subdividing of any subdivision lot or division of any lot into smaller parcels or tracts, with exception of Lots Numbered 26 and 27, which may be re-subdivided.

2. Only one single family dwelling unit will be permitted on each subdivision lot.

3. Junkyards, inoperative motor vehicles, auto body shops, lumber yards, hog pens, chickens or other fowl and auto repair shops will not be permitted or harbored on the premises of any subdivision lot.

See Amended Restriction in Book 101 pg 731 988 12-30-02

4. Mobile homes, modular homes and manufactured homes will be permitted on any subdivision lot, however, all such homes must be underpinned.

5. No illegal or unlawful activity will be permitted on the premises of any subdivision lot. Further, all lot owners will comply with all federal and state environmental protection laws and and local and state health laws and regulations and all lot owners will be solely responsible for complying with same.

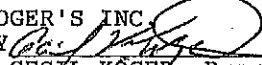
6. These restrictions and covenants are perpetual and will run with the real property herein conveyed, same to be binding upon all lot owners, their heirs, administrators, successors and assigns.

7. It is further understood that the above restrictions and covenants herein contained shall constitute an easement and servitude in and upon the said lots or premises and every part thereof, and that they shall be enforceable by the Developer herein, their successors and assigns, and by the purchasers from said Developer herein, and the grantees, heirs, assigns, executors and administrators of said purchasers and further, that failure by either the Developer or by the owner of any lot in said subdivision to enforce any of the above restrictive covenants will in no event be deemed a waiver of the right to do so for the same or similar breach in the future.

8. Invalidation by judgment of court order of any restrictive covenant contained herein will in no way affect any of the other provisions contained in this declaration and all such other provisions will remain in full force and effect.

9. Each restriction and covenant contained herein will be effective from the date of signing of this declaration.

This the 31 day of January, 1995.

KOGER'S INC.
BY 
CECIL KOGER, President

ATTEST:


Secretary

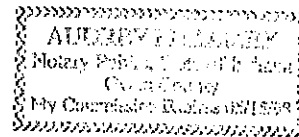
STATE OF INDIANA
COUNTY OF CLINTON

SUBSCRIBED, ACKNOWLEDGED AND SWORN to before me by CECIL
KOGER, President and CECIL KOGER, Secretary of KOGER'S INC., on
behalf of the corporation, on this the 31 day of January, 1995.

Maury McGhee
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES:

5-15-98



THIS INSTRUMENT PREPARED BY:

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CLINTON COUNTY
JAMES M. LAWSON
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