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RESTRICTIONS

WHEREAS, the undersigned, Randall White, the recorded owner of certain property in HAMILTON COUNTY, TENNESSEE, being the property platted as Lot 5, Phase Two Summer Place Subdivision, as shown by Final plat recorded in Plat Book 65 page 190, and by Corrective Plat recorded in Plat Book 70, Page 42, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is my intent, purpose and desire to devote the said Lot in said Subdivision to certain covenants, conditions and restrictions.

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said lot in said Subdivision, this declaration and agreement is made.

Each and every conveyance of said lot shall be subject to the conditions, reservations, covenants and agreements, which will run with the land, as follows:

1. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (A) Randall White, his successor or assigns; (B) the grantees in deeds conveying land in said Subdivision, their respective heirs, executor, administrators or assigns; (C) any subsequent owners of any lots in said Subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.
2. Fences. No fences shall be erected or maintained in front of the front line of the main structure.
3. Occupancy. No part of any said lot shall be used for residential purposes until, first a completed dwelling, conforming fully to the provisions of this instrument, shall have been erected thereon. No trailer, tent, garage, barn or other outbuilding may be used as either a temporary or permanent residence. No dismantled or partially dismantled automobiles or other vehicles shall be kept on the premises.
4. Signs. No sign of any kind shall be displayed to the public view on any said lot except one professional sign of not more than five square feet.
5. Trees. The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveways are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Subdivision.
6. Street Damage. Any damage done to the street or curbing by the owner of any lot or by a contractor employed by a lot owner shall be repaired immediately at the expense of the owner or contractor.
7. Standards. Any dwelling erected on said lot shown on the above mentioned plat must conform to professionally accepted construction standards and shall be harmonious with the setting and with the existing dwellings of Summer Place Subdivision.
8. No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of the dwelling or other structure on the Property unless they are installed in a manner so that they will not be visible from Old Cleveland Pike. Nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties.

This instrument prepared by:
 Randall White
 46 Dove Drive
 Ringgold, Georgia 30736
 Call 678-65-

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9. Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside the dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.
10. Front Yard Areas. The front yard areas shall be kept neat and clean. All equipment, garbage cans, and woodpiles shall be kept in the garage or screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets.
11. Recreational Equipment. Recreational and playground equipment shall not be placed or installed in the front yard area. IN NO CASE shall any basketball goal be placed in the front of a residence.
12. Property Line Corners. Front property line corners shall be marked in manner that will not make them extremely obvious or stand out from the street: Examples – no post, iron pipes, concrete, rocks, etc., above the normal grass level of the yard.
13. Side Line. The side property lines extending from the dwelling toward the street shall not be planted with shrubs, flowers, and or hedges etc., in manner that would make the property boundary distinguishable as a line or boundary, but rather it is the intent that the front yards will flow together without visible distinct boundary lines.
14. No Firearms. No discharge of firearms is allowed on the lot.
15. Nuisances. It shall be the responsibility of the Owner of the Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his or her Lot. The Lot shall not be used, in whole or in part, for the storage of any property or thing that will cause the Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done thereon which may cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Development.
16. Air Conditioning Units. No window air conditioning units shall be placed in the dwelling so as to be visible from the front of any lot.
17. Decorative Appurtenances. No plastic animal decorations such as pink flamingos, etc., are permitted on the Lot.
18. Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, and shades or for any other purpose.
19. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon the Lot. The playing of loud music from the yards driveways, patios, or porches shall be offensive, obnoxious activity constituting a nuisance. The loud playing of any device in such a manner that it is easily heard outside the dwelling shall be an offensive, obnoxious activity constituting a nuisance.
20. Animals. No poultry, including birds, insects, reptiles, livestock or animals shall be

allowed or maintained on the Lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. No animal shall be allowed to become a nuisance. No breed of dogs or other animals shall be allowed on the Lot which breed is by nature dangerous. The pet owners shall also muzzle any pet, which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity."

21. Vehicles, Recreational Vehicles and Trailers. No school bus, truck over one (1) ton capacity, commercial vehicles over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, tractor, all terrain vehicle, habitable motor vehicle of any kind, boat or boat trailer, jet skis, trailers of any kind, heavy equipment or like equipment shall be permitted to remain on any Lot provided, however, any such vehicle, boat or trailer will be permitted if stored within the garage with the door closed or behind the main structure.

In regard to motorcycles they may be parked on the driveway provided they are used regularly but are not to be stored or left parked on the driveway for over one week at a time. In the event that a motorcycle is not used regularly it shall be parked in the garage with the door closed or parked behind the main structure and must be out of sight from the street.

In the event that one or more of the following are owned, borrowed or lease, a boat, boat trailer, pop-up camper, small tractor, all terrain vehicle, and or jet ski, they shall not be parked or stored in the front yard or driveway but must be parked or stored in the garage with the door closed or behind the main structure and must be out of sight from the street. No inoperable or junked motor vehicles shall be parked or stored upon any portion of the property for more than ten days except in an enclosed garage with the garage door closed. No dismantling or major overhaul or repair of a motor vehicle (such as dismantling or removal of the engine or transmission or removal of the hood, any fender or any door) shall be performed upon any portion of the property except in an enclosed garage. Any trash, firewood, wood scraps, or building materials contained in any vehicle or trailer shall be covered from view.

22. Garage Doors. Garage Doors shall not be frequently or habitually left open.
23. Remodeling. In the event that remodeling or alteration is desired it shall be done in such a manner as to look like it was not an alteration or after thought. Example: The garage door is not to be removed and then enclosed in any manner that would be obvious to a passer by that it had been a garage, now converted to a room. It should look as if it had always been part of the original plan.
24. Outbuilding. One outbuilding of compatible character and style is permitted provided that it can be place behind the rear building line of the main structure and meets all other requirements. Private swimming pools, and outdoor cooking places are permissible.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but sever able, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with the said lot of land in said Subdivision; and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon each and every owner and occupant of the same for a period of twenty (20) years from the date

hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots 2-7 has been recorded, agreeing to change said covenants in whole or in part.

It shall be lawful for Randall White, his heirs and assigns, or other person or persons owning any said lot in said Subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or them from so doing or to recover damages or other dues for such violations, and court costs and reasonable attorney's fees shall constitute liquidated damages.

IN WITNESS WHERE OF I have hereunto set my hand on this 20th day of January, 2004

Randall White

On this 20th day of January, 2004, before me personally appeared Randall White, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

IN WITNESS WHERE OF I have hereunto set my hand and Notarial Seal.

Dona Coherly
Notary Public

My Commission Expires:

02/04/2004

