

NEW - 6-18-02

RESTRICTIONS ON THE PLANTATION PHASE 1

Jim Hill and Darrell Hill, hereby declaring he is the lawful owner in fee simple of all lots of The Plantation, as shown on plat of record in Plat Book _____, pages _____ and _____, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants which shall run with the land of a period of Thirty (30) years, to-wit:

- 1) That lots are for residential purposes only.
- 2) That only single, one family dwellings or attached building ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the Grantees, their heirs or assigns, or anyone deriving title or rights from or through them, however, the Developer retains the right to use lots for other residential purposes.
- 3) That no part of any lot shall be used for residential purposes until first a completed dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intents of this Paragraph "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not under any circumstances be considered as a permanent dwelling, and no trailer type of residence shall at any time be placed or maintained on the premises, with the exception of a sales and/or construction trailer for the exclusive use of the Developer during a period in which the subdivision is considered active with respect to construction and the sale of new homes.
- 4) Jim Hill and Darrell Hill reserve the right to approve or disapprove all house plans and plot plans.
- 5) All boats and campers shall be parked in the rear of the house. Cars can only park on the street periodically.
- 6) No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said subdivision.
- 7) All driveways must be of concrete or pea gravel set in concrete.
- 8) New construction must be completed within Eight (8) months. No dwelling may be occupied until completion.
- 9) That within said time period, any dwelling of the following classification erected upon all lots must meet the square foot livable floor area dwelling must contain at least 1500 single floor square feet and 2000 multiple floor square feet of livable floor space. The above mentioned livable areas are exclusive of open porches, garages, carports and unfinished basements.
- 10) That no building shall be located on any one of the said residential building plots nearer than Thirty-five (35) feet to the front line of the street bounding same, or nearer than Ten (10) feet to any side line or alley or nearer than Twenty (20) feet to any side street line. Foregoing subject to approval by Developer.
- 11) Utility buildings may be excepted by Developer. If so, foundation must be same as house or on a slab, minimum size 12'x12', exterior must be same materials (colors and design), roof overhang must be of same material. Utility buildings must be located on the rear of the property. Utility building design must be approved by Developer before starting

construction.

PAGE 2

- 12) No chain link fences shall be erected or maintained on any lot. Fences constructed of redwood, pre-treated pine, or cedar, vinyl fencing may be approved by Developer, shall not be erected or maintained nearer than Sixty-five (65) feet to front lot line, or lot line to any side street, and shall not exceed Six (6) feet in height unless approved by Developer. If lot is irregular in shape, the Sixty-five (65) feet from front lot line could be less if approved by the Developer.
- 13) All residences must have a finished garage with smooth painted sheetrock, not including basement garage.
- 14) That no more than one (1) dwelling shall be erected on any one (1) of said lots, and any building on the premises shall be finished on the front with brick or stone. There shall be no exposed concrete blocks. All corner lots shall have brick or stone front and sides, all exterior siding must be vinyl. Foundation must be brick or stone all the way around home. Retaining walls must match exterior of home (brick or stone). All retaining walls must be approved by Developer. Certain cedar board, redwood, concrete plank or log home maybe approved by developer.
- 15) No roof pitch shall be less than 5/12 unless approved by Developer in writing.
- 16) Any satellite dish or similar device must be located in the rear or mounted on backside of home.
- 17) All homes must have gaslight as specified by Developer. These items must be black in color and located at the sidewalk and street. These items are to be installed by the builder as a part of the Building Contract. Homeowner pays for monthly gas bill after closing.
- 18) No laundry shall be hung outside from any type of device for such purposes or hung on any porch or deck railing.
- 19) All brick must be new.
- 20) All roofing must be architectural shingles or galvaloom. Standing seam metal roof (color) subject to approval of Developer.
- 21) All homes must have attached garage. There shall be detached garages as a second garage in rear of house or a bathhouse built expressly in conjunction with a private swimming pool. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such structure shall not be included on complying with any minimum square footage requirements as set forth in Paragraph "9". All foundations to be covered with brick or stone and all exterior must match home. All detached garages must be same exterior finish as the house or utility building with the interior being finished as attached garage. Any other interior finish of a garage must be approved by Developer.
- 22) Any pool construction or exterior construction, other than general maintenance, must be approved by Developer.
- 23) All pools must be inground, must be enclosed by at least a Five (5) foot wooden nonclimbable fence. Wood must be cedar, redwood or pre-treated.

PAGE 3

- 24) All of said lots and in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed as well as leaves, broken limbs and other debris being removed when needed). In the event that an owner of a lot in said subdivision fails of his own violation to maintain his lot in a neat and orderly condition, Developer or his duly appointed agent, may enter upon such lot without liability, and proceed to put said lot into an orderly condition, billing the cost of such work to the owners.
- 25) That no one of said residential lots shall be resubdivided without the prior written, recorded consent of the Developers.
- 26) That no fowls, horses, mules, burros, cattle, sheep, goats, swine or any other line animals shall be allowed upon any portion of the premises.
- 27) That no dog kennels, lots or pens shall be permitted on any lot and that any permissible animals, including but not limited to dogs, shall be leashed or kept in a fenced in backyard and not allowed to run free.
- 28) All lot owners must install sidewalks within Eight (8) months of lot purchase.
- 29) All houses, utility buildings, detached garages, pools, pool houses and any other construction must be approved by Developer before starting and up on completion of any construction.
- 30) All construction must meet all code enforcement of the city, the state and the county.
- 31) It is the responsibility of the owner and his/her contractors to contain and maintain any drainage of any water runoff to the surrounding drainage easement on the property line of any said lot during construction and forever thereafter.
- 32) All culverts must meet all code enforcements, sized by developers engineer with masonry headwalls and approved before and after completion of construction and installation by developer.
- 33) All construction must be permitted with proper authorities. All construction must be completed within Nine (9) months from starting date including but not limited to the house, driveways, sidewalks, gaslights, seed & strawed yards, proper drainage and landscape.
- 34) All homes must have adequate landscaping upon completion of home and approved by developer.
- 35) All construction must be free of construction debris upon completion and debris to be properly disposed of.
- 36) Jim Hill and Darrell Hill, as the developers, have the exclusive right to amend and/or add to these restrictions at any time in order to keep and maintain an upgraded subdivision and to protect the home owners of said subdivision known as The Plantation.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be constructed by judgement or decree of any court of record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even with the others.

PAGE 4

Each and everyone of the aforesaid covenants, conditions, and reservations shall attach to and run with each and everyone of the said lots of land and all titles, and estates therein, shall be subject thereto the conditions in Paragraphs:1-36 herein, and the same shall be binding upon each and every owner and occupant of the same for a period of Thirty (30) years from the date hereof. It shall be lawful for Jim Hill, or other person or persons owning a lot or lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and/or as modified by Jim Hill, and either to prevent him or them so doing or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

Dated this _____ day of _____, _____.

James Hill

Darrell Hill

Sworn to and subscribed before me _____, a notary public,
this _____ day of _____.

Notary Public
My Commission Expires: